



**PUBLIC NOTICE**  
**HUACHUCA CITY TOWN COUNCIL**  
**MEETS**  
**THURSDAY, APRIL 25, 2019, AT 7:00PM**  
**HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,**  
**AZ 85616**

**AGENDA**

**A. Call to Order**

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/Invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

**B. Call to the Public**

Mayor

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

**C. Consent Agenda**

Mayor

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without the removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

**C.1** Consider approval of the minutes of the regular Council meeting held on April 11, 2019.

- C.2 Consider approval of the minutes of the Council executive session held on April 11, 2019.
- C.3 Consider approval of the Payment Approval Report in the amount of \$171,880.25
- C.4 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
  - a. Lot of outdoor mercury lights

**D. Unfinished Business before the Council**

Mayor

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

- D.1 Discussion and/or Action: [Mayor Wallace]: Review of rating criteria for Town Manager's annual performance evaluation.

**E. New Business before the Council**

Mayor

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- E.1 Discussion Only [Mayor Wallace]: Presentation of the Yard of the Month winners for May 2019, in coordination with the Friends of Huachuca City.
- E.2 Discussion and/or Action [Manager Williams]: Monthly Budget Update Report to be presented by Spencer Forsberg of Haymore and Forsberg, C.P.A.
- E.3 Discussion and/or Action: [Mayor Wallace]: Town Council formal action to censure Councilmember Walter Welsch under the Town's Code of Conduct for Elected Officials for his unprofessional public statements about the Library Director, Town Manager and other Councilmembers.
- E.4 Discussion and/or Action: [Councilmember Welsch]: To review The Town Manager's actions of encouraged councilmembers to question department heads and supervisors without

reminding councilmembers to following the procedure set forth in the Code of Ethics for Elected Officials facilitating the violation of said procedure.

- E.5 Discussion and/or Action: [Councilmember Trate]: First Reading of Ordinance 2019-11, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.35 "OFFICERS," SECTION 2.35.015 "TOWN MANAGER," TO ALLOW THE TOWN MANAGER TO SELECT HIS OR HER DESIGNEE IN THE TOWN MANAGER'S ABSENCE AND TO ALLOW THE TOWN COUNCIL TO SELECT A DESIGNEE DUE TO THE TOWN MANAGER'S INCAPACITY OR SEPARATION; AND TO REQUIRE COUNCILMEMBERS TO GO THROUGH THE TOWN MANAGER TO CONSULT WITH TOWN EMPLOYEES REGARDING TOWN BUSINESS.
- E.6 Discussion and/or action: [Mayor Wallace]: First Reading of Ordinance 2019-12, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE, TITLE 9, "PUBLIC PEACE MORALS AND WELFARE," CHAPTER 9.30 "JUNKED MOTOR VEHICLES," SECTION 9.30.010 AND SECTION 9.30.020, TO REVISE THE DEFINITION OF "INOPERABLE VEHICLE" AND PROHIBIT CERTAIN STORAGE OF INOPERABLE VEHICLES ON PRIVATE PROPERTY; AND ADDING SECTION 9.30.060 PROVIDING CIVIL AND CRIMINAL PENALTIES FOR VIOLATIONS.
- E.7 Discussion and/or Action [Manager Williams]: Council approval of Phase One Environmental Inspection Expense for Dusk till Dawn Property.
- E.8 Discussion and/or Action [Mayor Wallace]: First Reading of Ordinance 2019-13, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 10 "VEHICLES, TRAFFIC AND PARKS," CHAPTER 10.20 "ABANDONED VEHICLES," SECTIONS 10.20.030 AND 10.20.090, TO REMOVE THE FEE AMOUNTS FROM THE TOWN CODE AND TO ALLOW THE TOWN COUNCIL TO ESTABLISH AND AMEND A FEE SCHEDULE BY RESOLUTION.
- E.9 Discussion and/or Action [Mayor Wallace]: Council approval of Resolution 2019-15, A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, ESTABLISHING A SCHEDULE OF FEES FOR IMPOUNDED AND STORED VEHICLES.
- E.10 Discussion and/or Action [Director Harvey] Council Decision Request to establish a funding program to raise funds to provide the summer 2019 Summer Splash Program.
- E.11 Discussion and/or Action [Mayor Wallace] Council staff direction to streamline the Town Clerk interview/hire process.
- E.12 Discussion and/or Action [Manager Williams] Council decision to allow the sale of the 2018 Chevrolet Silverado VIN #1gc2cueg6jz154545 for \$26,000. This decision will revise a previous Council decision from October 11, 2018 which approved the sale of said vehicle for \$28,085.50.

- F. Town Manager Report
- G. Reports of Current Events by Council
- H. Items to be placed on future agendas
- I. Adjournment

Posted at 5:00pm April 23, 2019, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Matthew C. Williams*

Matthew C. Williams, Town Manager/Interim Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



**MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
MEETS  
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**AGENDA**

**A. Call to Order**

Mayor

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The meeting was called to order at 7:00pm. The Pledge of Allegiance was led by Mayor Johann Wallace.

**Roll Call.**

**Present:** Johann Wallace, Donna Johnson, Debra Trate, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Walt Welsch, Matthew Williams (Not Voting), Thomas Benavidez, Attorney (Not Voting)

The invocation was led by Elder James Thomas.

**B. Call to the Public**

Mayor

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*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without the removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1 Consider approval of the minutes of the regular Council meeting held on March 14, 2019.
- C.2 Consider approval of the minutes of the regular Council meeting held on March 28, 2019.
- C.3 Consider approval of the minutes of the Council executive session held on March 28, 2019.
- C.4 Consider approval of the Payment Approval Report in the amount of \$64,765.55
- C.5 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
  - a. Lot of Library NOOK readers

**Motion:** Consider approval of the Consent Agenda, **Action:** Open for discussion and/or Action,  
**Moved By** Mayor Wallace **Seconded by** Councilmember Hirshberg.

Councilmember Trate abstained from consent agenda item C.1 as she did not attend the March 14<sup>th</sup> Council meeting.

**Motion:** Approval of Consent Agenda, **Action:** Approve consent agenda as presented.  
**Moved by** Mayor Wallace **Seconded by** Mayor Pro-Tem Johnson

**D. Unfinished Business before the Council**

**Mayor**

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- D.1 Discussion and/or Action: [Manager Williams]: Adoption of Resolution 2019-13 adopting a revised School Road agreement with Tombstone Unified School District.

**Motion:** Open D.1 for discussion **Action:** Open for discussion  
**Moved by** Mayor Wallace **Seconded by** Councilmember Butterworth.

**Motion:** Approve resolution 2019-13 to adopt revised School Road agreement, **Motioned by** Mayor Wallace,  
**Seconded by** Councilmember Banks. Motion Passed unanimously.

- D.2 Discussion and/or Action: [Mayor Pro-Tem Johnson]: Behavior of Councilmember Walter Welsch in light of the Town's Code of Conduct for Elected Officials.

**Motion:** Open D.2 for discussion. **Action:** Open for discussion. **Moved by** Mayor Wallace. **Seconded by** Mayor Pro-Tem Johnson.

Mayor Pro-Tem Johnson discussed comments made during the March 14<sup>th</sup> council meeting by Councilmember Welsch that were heard by herself, Mayor Wallace, and Manager Williams. Mayor Pro-Tem Johnson reminded everyone that they were all given a Code of Ethics that helps dictate how councilmembers should act with each other. Councilmember asks that Councilmember Walt Welsch watch his comments from now on. Councilmember Walt Welsch apologized for saying it out loud but not for thinking it.

Mayor Wallace asked Mayor Pro-Tem Johnson if this was satisfactory and she agreed that it was.

**E. New Business before the Council**

**Mayor**

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*E.1 Discussion and/or Action: [Mayor Wallace]: Scheduling of Town Manager's annual performance evaluation and review of rating criteria.*

**Motion:** Open Item E.1 for discussion. **Action:** Open Item for discussion. **Moved by Mayor Wallace Seconded by Mayor Pro-Tem Johnson.**

Mayor Wallace provided Councilmembers with a suggested evaluation form to aid in being prepared for Manager Williams' upcoming evaluation. Mayor Wallace requested that they review it and provide him with any suggestions for changes/ feedback and he will then have Mr. Benavidez review it along with any changes that are made.

Councilmember Welsch asked if this was on the agenda.

Councilmember assisted Councilmember Welsch in finding it on the agenda.

Mayor Wallace clarified that the review was not being done tonight, they were just trying to set the criteria.

Mr. Benavidez informed Councilmember Trate, since she was not here last year, that in May of last year the Council did a really cursory review because Manager Williams had only been here for 4 months.

Mayor Wallace requested that the Councilmembers have any suggestions/ feedback at the next council meeting so that the changes can be incorporated and the final product can be reviewed by Mr. Benavidez before it is actually used.

Councilmember Johnson suggested that the review take place at the first meeting in May.

Councilmember Welsch stated he believes that for an annual review, the suggested evaluation form is inadequate.

Mayor Wallace asked that Councilmember Welsch write up his concerns/ suggestions and give it to him.

Mayor Wallace asked Manager Williams if the first meeting in May would work for him. Manager Williams agreed.

**Motion:** To set Manager Williams' annual performance evaluation for the first council meeting in May 2019. **Moved by Mayor Wallace, Seconded by Mayor Pro-Tem Johnson.** Motion passed unanimously.

Manager Williams asked if Mayor Wallace would like this form at the meeting on April 25, so that it is approved in advance of the review in May. Mayor Wallace confirmed this.

*E.2 Discussion and/or Action: [Manager Williams]: Approval of Town Clerk job description and Council direction to staff to begin the hiring process.*

**Motion:** Open E.2 for discussion and/ or action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Butterworth.**

Manager Williams provided several different job descriptions for this position from other small towns in Arizona, along with a copy of the old job description for comparison reasons. He asked that Councilmembers look at this because now is the time to change the job description if the decision is made to do so.

Councilmember Trate stated she liked the job description provided by Dewey-Humboldt the most. She did recommend a couple of changes to it though. She also asked If employees have background checks and drug/ alcohol testing. Manager Williams confirmed that those things are done. She did express concern about the ability to find someone with the qualifications that are being sought.

Manager Williams stated he believes that we will get someone early in their career or at the end of their career, especially because of the pay for the position.

Mayor Wallace states the job description provided had been reviewed by the Mr. Benavidez and that Mayor Wallace like it and did not see a problem with it.

Councilmember Butterworth asked about the physical requirements and ADA. Manager Williams and Mayor Wallace answered her questions. Mr. Benavidez stated it is best to have these things out front and deal with accommodations.

**Motion:** Approve job description for Town Clerk Positon and direct Manager Williams to begin the hiring process to fill that position. **Moved by Mayor Wallace, Seconded by Councilmember Hirshberg.** Motion passed unanimously.

*E.3 Discussion and/or Action: [Mayor Wallace]: Appointment of Matthew Williams as Interim Town Clerk until a new Town Clerk is hired.*

**Motion:** Open E.3 for discussion and/ or action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Joy Banks.**

Mayor Wallace explained that this is just a formality since there has to be someone named in the position of Town Clerk for records releases and such.

Councilmember Butterworth asked if we would be paying him more for this. Mayor Wallace stated no, he would not be paid more for this.

**Motion:** Appoint Matthew Williams as Interim Town Clerk until a new Town Clerk is hired. **Moved by Mayor Wallace, Seconded by Mayor Pro-Tem Johnson** Motion passed unanimously.

*E.4 Discussion and/or Action: [Manager Williams]: Council consideration and possible adoption of Town volunteer policy.*

**Motion:** Open E.4 for discussion and/ or action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Butterworth.**



Manager Williams brought up the lengthy discussion during the March 14<sup>th</sup> council meeting regarding insurance policies and if volunteers need to be covered. He provided a document that lays out state laws regarding who is covered by insurance. He clarified the difference between volunteers and people who are working with the city. He broke it down as a volunteer is being supervised by a city employee, while someone just working with the city would be someone who is doing work under their own supervision with no direction from staff. These groups often times carry their own insurance. He stated that if we want to put volunteers on our insurance we can, however that requires council resolution listing all their names out and costs \$116 per year/ per volunteer. These volunteers would need to be long term to make it worth it. He stated that he did not write a policy because he did not know if that would be something the council would want to do. He stated that Sierra Vista has no standard volunteer policy, just numerous forms to fill out to be a volunteer.

Mayor Wallace requested questions from council for Manager Williams so that he could think this information over for a little longer.

Councilmember asked for further clarification about if a group were to come and want to do work for the town, how they were not considered to be a volunteer of the town. Manager Williams again stated that the difference is between supervision and non-supervision.

Councilmember asked about the shelter and the volunteers there. Manager Williams clarified that if they are being directed then they would be considered volunteers. He brought up Sierra Vista dealing with something similar recently in which a group was doing things yet not being directed by staff, the staff were simply the liaison between the group and the city.

Mayor Wallace agreed and reiterated Manager Williams' distinction between volunteers and groups acting on their own.

Manager Williams stated that you can never have enough insurance for every lawyer in the world. The town's buildings are covered by insurance already, so that if someone were to fall at the community center, it is already covered by insurance.

Councilmember brought up the gentleman at the library who cleans up the park and other things, stating that he is doing that on his own and is not being directed to do so by staff. This to her would be a volunteer and she stated that we wouldn't carry insurance on him.

Mayor Wallace asked if we have had anybody come and say they want to come and volunteer time for the city. Manager Williams stated that that happens quite often, especially by Boy Scout troops and Eagle troops and that sort of group. They ask for lists of things that the city would like to have done and the group chooses a project they are interested in doing and does it on their own.

Mayor Wallace has concerns about when someone asks to volunteer their time are we going to say yes and let them do it or are we going to say we have no policy and not allow it. He stated he is on the fence about whether one is needed or not and it needs to be decided if there is a need and if not then there need to be forms in place for people to come in and fill out when they want to volunteer.

Manager Williams stated that a volunteer policy and volunteer form are two different things. Mayor Wallace agreed.

Manager Williams stated that he believes it also depends on what the volunteer is doing. If they were supervising a youth basketball league, for example, then they would need to have a background check done before being allowed to do so.

Councilmember Welsch stated he thinks we are making assumptions that could prove problematic for the city. He stated that he does not know what the ARS means when they say deemed to be status to be an employee. He believed status as an employee meant you get a w-2 but they are saying that volunteers are covered. Mayor Wallace corrected that to be deemed by statute to be volunteers. Councilmember Welsch stated that the ARS is clear as mud.

Mr. Benavidez addressed the council to say that the statutes cover workers compensation, and if you want to cover volunteers you are allowed to make them employees for the purpose of workers compensation. It provides the volunteer an avenue in case they get injured and prevents the city from being sued for something like ordinary negligence or something because they would be under workers comp. Otherwise it is an issue of general liability such as unsafe premises, bees, a dog that you didn't know about that you could get sued for. He stated it's hard to protect from all these things but a town can put its volunteers under its workers comp policy.

Mayor Wallace asked how many times someone comes in off the street wanting to volunteer. He stated that right now he doesn't believe we need a volunteer policy until there is a massive influx of people who want to volunteer. Councilmember stated she thinks if we get a massive influx of people we should get on our knees and say thank you.

Councilmember stated that if Sierra Vista, who is so much bigger, doesn't have one then she feels we shouldn't have to be locked into one either. She suggested we follow Sierra Vista's lead. Mayor Wallace agreed and stated that in some things we can follow their lead, and he believes this is one of those things.

Mayor Wallace stated he does not believe that we need to adopt a volunteer policy. He stated that the direction was to create one and he does not think we need one so no motion needs to be made.

No motion made on this item.

*E.5 Discussion and/or action: [Councilmember Welsch]: Consideration of the status/definition of the relationship of the Friends of the Huachuca City Library and the Town of Huachuca City.*

**Motion:** Open E.5 for discussion and/or action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Hirshberg.**

Councilmember Welsch reminded everyone that at the council meeting on March 14<sup>th</sup>, there was a statement made that the Friends of the Huachuca City Library were not volunteers, but were service providers. He states that he questioned that and neither the council nor the staff voiced any opinion at all so that statement stood so if they have been determined to be a service organization to the city, he is sorry to say because of what was passed in the request for proposal for the senior center, a precedent was set that an organization providing a service to the city on a regular basis was required to be an LLC, carry insurance, and possibly pay for costs incurred such as

electricity, building rent, and all those other things. He is saying that if that is the policy, then with them being a service organization, then that is being ignored. He further states if that is the policy, the precedent, that he doesn't agree with which he voted against when he was allowed, and the council hadn't recused him when the ARS said they didn't have to, if the council made that ruling then he suggests that they support it.

Mayor Wallace asked Councilmember Welsch what ruling they made. He responded that he doesn't have the RFP to read. He only knows that if they were going to submit an RFP, they had to be an LLC, have group liability insurance, and be responsible for in kind services equivalent to something close to \$25,000.00.

Mayor Wallace states the Councilmember Welsch is missing a key factor which is that whatever entity was running the Senior Center, was actually running the Senior Center. The Friends of the Library are not running the Library. He states there is a huge difference between those two items so there was no precedent that was set. Councilmember states that they are a service organization that was defined at the council meeting. Councilmember Welsch states that he tried to comment that they were volunteers, she became very upset. Councilmember Welsch states that she became abusive to him because he said they were volunteers.

Mayor Wallace states that they did not make a motion to define the Friends of the Library as a service organization therefore they are not a service organization. He further stated that we don't make that determination for them. He also reiterated the difference between who was running the Senior Center and who is running the Library.

Councilmember Welsch questioned why running the book sales, having the Conex and using electricity are just ignored. Mayor Wallace questioned if we own the Conex, Councilmember Welsch stated that we paid for it and then donated it to them as he understood it. Mayor Wallace verified that we made the donation and asked how long ago that was. It was debated amongst council about how long ago that was. Councilmember stated that it was 15 years ago. Mayor Wallace asked Mr. Mascato if they have electricity in the Conex. Mr. Mascato confirmed that they do and Mayor Wallace asked where it comes from. Mr. Mascato stated it is connected to the library building. Mayor Wallace stated that the town pays their electricity. Mr. Mascato states that they use it for 4 hours once a month.

Mayor Wallace questions the gift clause, states that he knows that the Friends of the Library routinely financially support the Library through their book sales and that all the monies from the book sales go back into the library. He questions how that plays out. Mr. Benavidez states that by law, if the town pays something out, they must get a quid pro quo back. Mayor Wallace states that they are getting more than that in return.

Mayor Wallace asked if there are any other questions from council. Councilmember wanted to say that what was talked about regarding the Senior Center was specific only to the Senior Center. She states that the discussion around the RFP and the potential contract with the LLC running it was a separate issue. We were not defining a service organization. We do not have a definition of a service organization that covers all the various service organizations that might be interacting with the town. She states that there is no comparison that can be made.

Mayor Wallace has a call to the public.

Charles Mascato, 2340 N. Hummingbird Rd., Huachuca City, Whetstone area. He states he is currently the President of the Huachuca City Library Friends Group. He just wanted to state that they are not in any way volunteering directly to the library. Councilmember Welsch wants to know if he can ask questions. Mayor Wallace confirms that he can. Councilmember Welsch asks if they maintain the garden, Mr. Mascato states that they help maintain the garden. They have volunteers that occasionally come in to water and/or plant, but they are not there daily to water the garden. Councilmember Welsch states that a volunteer does not have to be there daily. Councilmember states that she understands the difference between the Friends of the Library and the Library.

She states that they don't own the Library, they don't listen to the Library or anything. Mayor Wallace helps clarify what she is saying, which is not that they don't listen to the Library and its needs, just that they are not directed what to do by the Library.

Mayor Wallace asks Mrs. Harvey to tell him about the garden real quick. She states that the garden was a project that the Friends of the Library overtook because there was an empty space there. She clarifies that she was not the Director at the time, this was before her time as Director, and she was an employee at the time. The Friends of the Library asked permission to put a garden in half of the space and had Grasshopper Landscaping do the rest. It was not a Library project or funds, the Library simply gave them the space to do it. She further states that if a child comes in wanting to plant a flower, they let them plant a flower. That space is like a community space in which anyone can come and work. There is no schedule for the work that gets done, the Friends of the Library manage their project and decide what gets done and when. She compares it to a Cochise County project that does the book boxes in Whetstone. She is not involved in this program, and the entity that does it assumes responsibility, Cochise County does not direct them in any way.

Councilmember states that a lot of rural libraries in Cochise County have groups that support them, and not once has she heard that they were considered a service organization. They just help to raise funds for the town because they needed the help and extra money.

Mayor Wallace tells Ms. Woodruff that he can't allow her to speak at this time due to the rules.

**Motion:** Temporarily suspend the rules so Ms. Woodruff may speak. **Moved by Councilmember Welsch, Seconded by Councilmember Butterworth.** Motion passed unanimously.

Ms. Woodruff states she has been around since the garden wasn't maintained or watched and nothing would grow because it wasn't tended. It was dead space outside the Library. She states it was a resource that needed to be used.

Mayor Wallace wants to know if Councilmember Welsch has any questions for Ms. Woodruff. Councilmember asks if this will be back in order now. It is agreed that meeting is back in order.

Councilmember Welsch states he has been a volunteer in this state for 18 years. What he is concerned about is that comments were made saying they are a service organization and nobody in the council or management corrected that. That was allowed to stand as part of the minutes of the meeting and that is a problem because it is changing it from being an advisory committee and a group that helps the Library to a service organization by declaration during council.

Mayor Pro-Tem Johnson asks to be shown that because she cannot find it.

Mayor Wallace concedes that they do provide a financial service to the Library. Councilmember Welsch has no problem with that, just a problem with them being declared in council as a service organization. Mayor Wallace states that the Town of Huachuca City has not made a decision to define the Friends of the Library as a service organization.

Mayor Wallace asks for council questions and then allows Mr. Mascato to speak again. Mr. Mascato states that Mrs. Harvey simply tells them what she is working on and trying to figure out and they go and make a decision how to help. She has no say in what they do or how they help.

Councilmember Welsch states that he is only upset because she stated that they were a service organization and he considered that a wrong call and nobody corrected that.

Mayor Wallace asks Councilmember Welsch for his definition of a service organization. Councilmember Welsch states that it is any group that provides a service to the town. He clarifies as a group.

Mayor Wallace wants to know why that has anything to do with what the Friends of the Library do. Councilmember Welsch states that he believes that that was addressed by the council when they approved the content of the RFP for the Senior Center. Mayor Wallace states that they are two different things.

Mayor Pro-Tem Johnson states that she is not attempting to upset Councilmember Welsch but that the people being talked about have names and he should refer to them by name as opposed to she or her or him. She requests that he be respectful and say their names.

Mayor Wallace asks what motion Councilmember Welsch wants. Councilmember Welsch states he does not have one he just wants people to realize that they created a problem.

Mayor Wallace states that there is no problem, if there was the attorney would be all over it. Mayor Wallace determines there is no motion to be made regarding E.5 and thanks the Friends of the Library for everything they do.

No motion. No Council action taken.

**E.6**      *Discussion and/or Action [Mayor Wallace]: Proclamation declaring April 2019 as Fair Housing Month.*

**Motion:** Open E.6 for Discussion and/or Action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Butterworth.**

Mayor Wallace reads the Fair Housing Proclamation. Mayor Wallace proclaims April 2019 as Fair Housing Month and urges all citizens to comply with all laws regarding fair housing.

A break is requested on behalf of Councilmember Welsch at 7:57pm.

**Motion:** take a 10 minute break to return at 8:10pm **Moved by Mayor Wallace, Seconded by Councilmember Hirshberg.** Motion passed unanimously.

Mayor Wallace states back in open session at 8:10pm.

**E.7**      *Discussion and/or Action: [Mayor Wallace]: The Council might vote to go into executive [closed] session, pursuant to A.R.S. 38-431.03(A) (1), to discuss employment matters regarding the Library Director, Suzanne D. Harvey. Any action on this item would be taken in public [open] session.*

**Motion:** Open E.7 for Discussion and/or Action. **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Joy Banks.**

Mayor Wallace asks Mrs. Harvey if she would prefer executive session or open session in this matter. Mrs. Harvey states she would like an open session. Mayor Wallace acknowledges her wish for open session and no executive session will be required.

Mayor Wallace states this is on the agenda because a few meetings back they pushed something to the City of Sierra Vista for them to review regarding a claim of hostile work environment made by Mrs. Harvey against Councilmember Welsch. The report is back and Mr. Benavidez has reviewed it, which is confirmed by Mayor Wallace with Mr. Benavidez. Mayor Wallace also confirms with council that they have seen it.

Mayor Wallace refers to the summary of the review, stating that the claim of a hostile work environment doesn't stand however there are several violations of the council code of conduct on the behalf of Councilmember Welsch.

Mayor Wallace states that there is nothing more to add, the claim was investigated through interviews and found that there is no hostile work environment but clear violation of council code of conduct.

Mayor Wallace asks for council comments or questions. None are presented.

Mr. Benavidez suggests that Mayor Wallace ask Mrs. Harvey if she would like to comment.

Mrs. Harvey states that her desire with pushing this forward was just for this behavior to stop. That is all she wants. She asks that any interactions between herself and Councilmember Welsch done in public and when necessary only. Mrs. Harvey states she feels like based on past experiences if the council does not take formal action, the behavior will not stop.

Mr. Benavidez suggests that Councilmember Welsch also be allowed to speak if he wishes.

Councilmember Welsch states that prior conclusions to comments were made due to her belief that he retaliated. The first item pertains to his recusal of himself from signing a letter. That was done because of a letter he received from our attorney requesting he take a hands off approach to the Library until this was resolved. Councilmember Welsch states that that is why he did it, it was not retaliation, and he was following a request from the city attorney. Councilmember states that he was told that everyone received a copy of that letter.

Councilmember Welsch states that secondly she talks about him being berating and aggressive. He states he believes she was snubbing and not appropriate in her responses to the question of "Do you have volunteers?" Councilmember Welsch states he believes she became hostile and he takes offence that her declaring these two things in a written document and submitting it to those evaluators on a situation that had occurred previously and he finds it unacceptable behavior for an employee of the city. Councilmember Welsch further states that if she had a problem it should have been taken to Matthew Williams and Manager Williams should have taken it to him. Councilmember Welsch states that instead she ran to the Sierra Vista Human Resource Department.

Mayor Wallace states that the sequence of events were that something happened in 2017 and she brought it to her supervisor at that time. Councilmember Welsch stated "she says". The former supervisor did nothing. There was apparently some email correspondence but nothing came of it at that time. This time she brought the issue to her supervisor, Matthew Williams, and Manager Williams is the one that did it, not Mrs. Harvey.

Mayor Wallace states that with that being said, these conclusions are a result of an investigation done by a third party entity, not anybody with the town. This is their findings.

Mayor Wallace reiterates that this was a claim of hostile work environment and that claim doesn't stand but there are clear violations of the council code of conduct.

Mayor Wallace asks Mr. Benavidez for any further comments. Mr. Benavidez states that his recollection is that Ms. Harvey asked that the complaint go to the council but even if she hadn't he believes that that is what would have happened anyway. He just wanted to make sure that that was clear on the record.

Mayor Wallace confirms that it was her request that it come to council. Councilmember Welsch asked why we didn't investigate.

Mayor Wallace states that he heard Ms. Harvey's request. He states that tonight's agenda item is about her and her employment status and he has no motion because he has no concern with her employment status. He further states that he has no concerns about her employment capabilities. He states that there is no action to be taken against her. Mayor Wallace states that the investigation is done, and there is no motion to be made about her employment status because it is not going to change.

Councilmember asked about the letter, and if it remains in effect or if it is a separate agenda item to be taken up at a later time. Mayor Wallace responded stating that Councilmember Welsch is still a member of this council and as such has every right to ask questions and visit the Library. He is still a member of the council and a member of the community. Mayor Wallace states that they can't prevent him from doing these things. Mayor Wallace further states that the council code of conduct does say that it should be filtered through the town manager to set up a meeting and he does expect that to happen should Councilmember Welsch want to speak to Ms. Harvey.

Mayor Wallace reiterates that as far as the agenda item is concerned there is nothing to do. Councilmember reminds that there is a code of conduct that they all have to abide by.

Councilmember Butterworth asks what the repercussions are for violating the code of ethics. Mayor Wallace states that they can censure or vote no confidence but that is not for tonight. Tonight was about Ms. Harvey and her job performance and nothing is changing regarding that.

Councilmember Welsch would like the code of conduct for employees, Mayor Wallace directs the question to Manager Williams. Councilmember Welsch states that he asked for it yesterday and was given the one for the council. Manager Williams states that he thought Councilmember Welsch had asked for the council one. Councilmember states that no, he wanted the employee one. Manager Williams apologizes for the misunderstanding. Councilmember Welsch asks Chief Thies, who was present at the time of him asking for it, if perhaps he wasn't clear when he asked Manager Williams for it. Manager Williams will ensure that Councilmember Welsch receives a copy. Manager Williams apologizes again and Councilmember Welsch states that he did not realize it until an hour before this meeting when he sat down to read it.

Mr. Benavidez asks Mayor Wallace if he may ask a question. Mayor Wallace agrees and Mr. Benavidez asks if the council feels that the investigation into this was sufficient with the complaint. Mayor Wallace states that he feels it was. Mr. Benavidez then asks Ms. Harvey if she feels the investigation was sufficient to evaluate her complaint. Ms. Harvey states that she does.

Mayor Wallace reiterates no motion at this time, apologizes to Councilmember Welsch as well about the mistake regarding the code of conduct. No action to be taken.

No motion at this time. No Council action taken.

*E.8 Discussion and/or Action [Manager Williams]: Executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) and (4) for the purpose of discussion and consultation with the Town's attorneys pertaining to the pending litigation with ME Management [Dusk Till Dawn]. Following the executive session, the Council may take action in open session to direct the attorneys and/or approve Resolution No. 2019-14, authorizing an agreement to settle the litigation and acquire the Dusk Till Dawn property and the adjacent parking area.*

**Motion:** Open E.8 for discussion and/or Action **Action:** Open for discussion. **Moved by Mayor Wallace, Seconded by Councilmember Hirshberg.**

Executive session began 8:20pm.

Executive session ended 8:43pm.

**Motion:** Enter back into public session. **Moved by Mayor Wallace, Seconded by.** Motion passed unanimously.

Mayor Wallace calls back in public session.

**Motion:** Approve Resolution No. 2019-14. **Moved by Mayor Wallace, Seconded by Mayor Pro-Tem Johnson.** Motion passed unanimously.

Councilmember Welsch asks if since they approved this motion, do we also need to approve the method of acquiring the funds or will it be dealt with another time. Manager Williams states it will be dealt with another time. Councilmember Welsch states that he believes that with that much money involved they should be involved. Manager Williams agreed.

#### **F. Items to be placed on future agendas**

Councilmember Welsch requests that there be a discussion/decision related to the managed direction to the council related to violations of the code of ethics.

Mayor Wallace asks for an agenda item regarding the possible censure of Councilmember Welsch.

#### **G. Adjournment**

**Motion to Adjourn. Action:** Meeting adjourned. **Motion by Mayor Wallace. Seconded by Mayor Pro-Tem Johnson.** Meeting adjourned at 8:47pm.

Approved by Mayor Wallace on April 11, 2019

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Johann Wallace, Mayor

Attest: \_\_\_\_\_

Matthew Williams, Interim Town Clerk



**Seal:**

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on April 11, 2019. I further certify that the meeting was duly called and a quorum was present.

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**Matthew Williams, Interim Town Clerk**



## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1022550</b>							
UNUM Life Ins. Co. of America	0012/04082019	Employee Life/AD&D Ins./080830	04/08/2019	157.88	157.88	04/10/2019	
UNUM Life Ins. Co. of America	0013/04082019	Voluntary Life/AD&D/0808295-00	04/08/2019	166.11	166.11	04/10/2019	
Total 1022550:				323.97	323.97		
<b>1042110</b>							
City of Sierra Vista	2710	Human Resources Support	04/10/2019	189.15	.00		
City of Sierra Vista	2711	Human Resources Support	04/10/2019	1,250.82	.00		
City of Sierra Vista	2712	Human Resources Support	04/10/2019	147.93	.00		
Total 1042110:				1,587.90	.00		
<b>1042220</b>							
Benavidez Law Group, P.C.	68693	Attorney Fees	04/08/2019	6,002.50	6,002.50	04/10/2019	
Total 1042220:				6,002.50	6,002.50		
<b>1042290</b>							
Wells Fargo Remittance Center	262328	Name Badge For D. Trate	04/08/2019	18.74	18.74	04/17/2019	
Wells Fargo Remittance Center	8LPMH85A975	Business Cards-Wallace & Trate	04/05/2019	26.97	26.97	04/17/2019	
Total 1042290:				45.71	45.71		
<b>1042530</b>							
Wells Fargo Remittance Center	01815	SEACOM Meeting Supplies	04/10/2019	26.62	26.62	04/17/2019	
Total 1042530:				26.62	26.62		
<b>1043220</b>							
Benavidez Law Group, P.C.	68693	Attorney Fees	04/08/2019	180.00	180.00	04/10/2019	
Total 1043220:				180.00	180.00		
<b>1043271</b>							
AT&T	9001/04042019	Phone Service	04/04/2019	629.93	629.93	04/17/2019	
Total 1043271:				629.93	629.93		
<b>1043340</b>							
S.S.V.E.C	04052019	Town Hall	04/05/2019	820.13	820.13	04/10/2019	
Total 1043340:				820.13	820.13		
<b>1043360</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	18.02	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	13.40	.00		
Total 1043360:				31.42	.00		
<b>1043440</b>							
Wells Fargo Remittance Center	488	Shipping For Surplus For Sold Ph	04/11/2019	48.05	48.05	04/17/2019	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Wells Fargo Remittance Center	605	Shipping For Surplus For 2 Sold P	04/10/2019	14.05	14.05	04/17/2019	
Total 1043440:				62.10	62.10		
<b>1043480</b>							
Wells Fargo Remittance Center	E01007VM51	Email	03/29/2019	103.32	103.32	04/17/2019	
Total 1043480:				103.32	103.32		
<b>1043500</b>							
Truly Nolen Exterminating, Inc	250132199	Pest Control	04/10/2019	44.00	.00		
Truly Nolen Exterminating, Inc	250133192	Pest Control	04/18/2019	44.00	.00		
Wells Fargo Remittance Center	23676133	Flag Pole, Clips, Bungle Cords	03/15/2019	151.43	151.43	04/17/2019	
Total 1043500:				239.43	151.43		
<b>1043660</b>							
Wells Fargo Remittance Center	10	Lunch For Staff Working On Water	03/29/2019	25.20	25.20	04/17/2019	
Wells Fargo Remittance Center	64	ADEQ Meeting W/Williams, Johns	03/19/2019	2.00	2.00	04/17/2019	
Wells Fargo Remittance Center	744129799	ADEQ Meeting W/Williams, Johns	03/28/2019	55.00	55.00	04/17/2019	
Total 1043660:				82.20	82.20		
<b>1043705</b>							
Copygraphix	24563358	Copy Machine Lease/Town Hall	04/08/2019	611.73	611.73	04/17/2019	
Total 1043705:				611.73	611.73		
<b>1045660</b>							
Margaret Seenz	03262019	PerDiem&MileageAJACS Training	03/28/2019	97.70	97.70	04/08/2019	
Total 1045660:				97.70	97.70		
<b>1045810</b>							
Benavidez Law Group, P.C.	66663	Prosecution Fees	04/08/2019	671.00	671.00	04/10/2019	
Total 1045810:				671.00	671.00		
<b>1048275</b>							
Verizon Wireless	9827649632	cell phones	04/07/2019	1,893.68	.00		
Total 1048275:				1,893.68	.00		
<b>1051222</b>							
CenturyLink	70497658	VIPER Workstations Moved Nogai	03/25/2019	10,524.38	10,524.38	04/17/2019	
Total 1051222:				10,524.38	10,524.38		
<b>1051230</b>							
Wells Fargo Remittance Center	990666491101	Flowers For Glowacki In Law	03/21/2019	72.04	72.04	04/17/2019	
Total 1051230:				72.04	72.04		
<b>1051271</b>							
AT&T	9001/04042019	Phone Service	04/04/2019	130.03	130.03	04/17/2019	
CenturyLink	04072019	Phone Service	04/07/2019	380.64	380.64	04/17/2019	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1051271:				510.57	510.57		
<b>1051340</b> S.S.V.E.C	04052019	Police Dept	04/05/2019	390.29	390.29	04/10/2019	
Total 1051340:				390.29	390.29		
<b>1051380</b> AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	18.03	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	13.40	.00		
Total 1051380:				31.43	.00		
<b>1051480</b> SIRCHIE	0394190-IN	Slab & Roller Spray Cleaner	04/05/2019	90.92	90.92	04/11/2019	
Total 1051480:				90.92	90.92		
<b>1051480</b> Wells Fargo Remittance Center	E01007VM51	Email	03/29/2019	130.23	130.23	04/17/2019	
Total 1051480:				130.23	130.23		
<b>1051705</b> Copygraphix	24802025	Copy Machine Lease/Police Dept	04/10/2019	272.29	.00		
Total 1051705:				272.29	.00		
<b>1052340</b> S.S.V.E.C	04052019	Animal Shelter	04/05/2019	38.58	38.58	04/10/2019	
Total 1052340:				38.58	38.58		
<b>1052480</b> Wells Fargo Remittance Center	E01007VM51	Email	03/29/2019	25.83	25.83	04/17/2019	
Total 1052480:				25.83	25.83		
<b>1053100</b> Whetstone Fire District	2019-005	Intergovernmental Services For Fi	04/11/2019	102,500.00	102,500.00	04/11/2019	
Total 1053100:				102,500.00	102,500.00		
<b>1053340</b> S.S.V.E.C	04052019	Fire Station	04/05/2019	390.28	390.28	04/10/2019	
Total 1053340:				390.28	390.28		
<b>1053480</b> Wells Fargo Remittance Center	E01007VM51	Email	03/29/2019	8.81	8.81	04/17/2019	
Total 1053480:				8.81	8.81		
<b>1057340</b> S.S.V.E.C	04052019	street lights	04/05/2019	3,192.94	3,192.94	04/10/2019	





Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1057340:				3,192.94	3,192.94		
<b>1057380</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	72.10	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	53.80	.00		
Total 1057380:				125.70	.00		
<b>1057480</b>							
D&M Tire & Wheel	38055	Repair Tire FW1	04/17/2019	16.00	.00		
Total 1057480:				16.00	.00		
<b>1058270</b>							
CenturyLink	04072019	Phone Service	04/07/2019	51.78	51.78	04/17/2019	
Total 1058270:				51.78	51.78		
<b>1058340</b>							
S.S.V.E.C	04052019	Pool	04/05/2019	504.28	504.28	04/10/2019	
Total 1058340:				504.28	504.28		
<b>1058480</b>							
Westway Power EQ	POS3710	Chains for Saw, Bar Oil, Bump He	04/18/2019	118.22	.00		
Total 1058480:				118.22	.00		
<b>1060480</b>							
Wells Fargo Remittance Center	10795835	Sprinkler, Rain Bird, Fertilizer, See	03/28/2019	158.67	158.67	04/17/2019	
Total 1060480:				158.67	158.67		
<b>1062271</b>							
AT&T	3001/04042019	Phone Service	04/04/2019	80.43	80.43	04/17/2019	
CenturyLink	04072019	Phone Service	04/07/2019	115.27	115.27	04/17/2019	
Total 1062271:				175.70	175.70		
<b>1062340</b>							
S.S.V.E.C	04052019	Library	04/05/2019	709.01	709.01	04/10/2019	
Total 1062340:				709.01	709.01		
<b>1062388</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	38.05	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	28.80	.00		
Total 1062388:				62.85	.00		
<b>1062480</b>							
Huachuca United Methodist Church	04092019	Reimb Community Center Fee	04/09/2019	110.00	110.00	04/09/2019	
Total 1062480:				110.00	110.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1062480</b>							
Wells Fargo Remittance Center	E01007VM51	Email	03/28/2019	17.22	17.22	04/17/2019	
Total 1062480:				17.22	17.22		
<b>1068271</b>							
CenturyLink	04072019	Phone Service	04/07/2019	53.20	53.20	04/17/2019	
Total 1068271:				53.20	53.20		
<b>1068340</b>							
S.S.V.E.C	04052019	Senior Center	04/05/2019	100.89	100.89	04/10/2019	
Total 1068340:				100.89	100.89		
<b>1089802</b>							
Wells Fargo Remittance Center	9529651	Childhood Class-Paid By State Li	04/02/2019	175.00	175.00	04/17/2019	
Total 1089802:				175.00	175.00		
<b>2040200</b>							
Az State Treasurer	5135/03312019	monthly conversions	04/07/2019	8,524.28	8,524.28	04/08/2019	
Cochise County Superior Court	03312019	court revenue/\$1 Assessment	03/31/2019	34.88	34.88	04/08/2019	
Cochise County Superior Court	03312019	Fill the Gap	03/31/2019	138.70	138.70	04/08/2019	
General Fund(Trust)	03312019	monthly court conversions	03/31/2019	9,857.29	9,857.29	04/08/2019	
Total 2040200:				18,354.93	18,354.93		
<b>5121350</b>							
Pete Chapman	2101283/04122	Water Deposit Refund	04/12/2019	6.66	.00		
Total 5121350:				6.66	.00		
<b>5140110</b>							
Cintas Corporation No. 445	4019910671	Uniform and Rentals/Public Works	04/10/2019	93.89	93.89	04/10/2019	
Cintas Corporation No. 445	4020338920	Uniform and Rentals/Public Works	04/17/2019	93.77	.00		
Total 5140110:				187.66	93.89		
<b>5140290</b>							
Wist Office Products	1862998CRED	#10 Window Envelopes	03/28/2019	26.49	.00		
Wist Office Products	1870279	#10 Window Envelopes	04/08/2019	548.91	.00		
Total 5140290:				519.42	.00		
<b>5140340</b>							
S.S.V.E.C	04052019	Wells	04/05/2019	3,996.01	3,996.01	04/10/2019	
Total 5140340:				3,996.01	3,996.01		
<b>5140360</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	72.10	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	53.60	.00		
Total 5140360:				125.70	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5140480</b>							
Ferguson Enterprises #1001	7248883	Plumbing Parts	04/12/2019	50.98	.00		
Ferguson Enterprises #1001	7258338	Yellow Teflon Tape	04/17/2019	40.47	.00		
Total 5140480:				91.45	.00		
<b>5140475</b>							
Senegy Petroleum LLC	528809	Diesel #2	04/10/2019	208.78	.00		
Senegy Petroleum LLC	531283	Diesel #2	04/17/2019	295.49	.00		
Total 5140475:				502.27	.00		
<b>5140480</b>							
Wells Fargo Remittance Center	E01007VM51	Email	03/29/2019	8.61	8.61	04/17/2019	
Total 5140480:				8.61	8.61		
<b>5140510</b>							
Turner Laboratories, Inc	19D0181	Ground Water Test	04/12/2019	120.00	.00		
Total 5140510:				120.00	.00		
<b>5140610</b>							
Wells Fargo Remittance Center	B5G410	5 Gallon Oil Paroll	03/19/2019	190.64	190.64	04/17/2019	
Total 5140610:				190.64	190.64		
<b>5221350</b>							
Phill Kitts	2103301/04112	Sewer Deposit Refund	04/11/2019	9.88	9.88	04/11/2019	
Shelly Burnett	10003203/0411	Sewer Deposit Refund	04/11/2019	6.68	6.68	04/11/2019	
Total 5221350:				16.56	16.56		
<b>5240340</b>							
S.S.V.E.C	04052019	Sewer Ponds	04/05/2019	903.12	903.12	04/10/2019	
Total 5240340:				903.12	903.12		
<b>5240360</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	72.10	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/18/2019	53.60	.00		
Total 5240360:				125.70	.00		
<b>5240475</b>							
Senegy Petroleum LLC	528809	Diesel #2	04/10/2019	208.79	.00		
Senegy Petroleum LLC	531283	Diesel #2	04/17/2019	295.50	.00		
Total 5240475:				502.29	.00		
<b>5540110</b>							
Cintas Corporation No. 445	4019810671	Uniform and Rentals/Landfill	04/10/2019	76.48	76.48	04/10/2019	
Cintas Corporation No. 445	4020338820	Uniform and Rentals/Landfill	04/17/2019	72.19	.00		
Total 5540110:				148.67	76.48		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5540340</b>							
AT&T	9001/04042019	Phone Service	04/04/2019	100.17	100.17	04/17/2019	
S.S.V.E.C	04052019	Landfill Scales	04/05/2019	1,363.66	1,363.66	04/10/2019	
CenturyLink	04072019	Phone Service	04/07/2019	83.25	83.25	04/17/2019	
<b>Total 5540340:</b>				1,547.08	1,547.08		
<b>5540360</b>							
AZ Department of Corrections	D08107201903	Inmate Transportation Cost	04/18/2019	216.23	.00		
AZ Department of Corrections	D08107201904	Inmate Labor	04/16/2019	53.60	.00		
<b>Total 5540360:</b>				269.83	.00		
<b>5540460</b>							
Ace Hardware	163604/1	Steel Pipe Clamp	04/09/2019	66.03	66.03	04/09/2019	
Grainger, Inc	9139716733	Steel Pipe Cutter	04/08/2019	236.66	.00		
Wells Fargo Remittance Center	068956	Hard Concrete	03/14/2019	82.62	82.62	04/17/2019	
Wells Fargo Remittance Center	104828	Hose Kit, 50ft Hose 3x5 Flag	04/02/2019	91.69	91.69	04/17/2019	
Wells Fargo Remittance Center	10795898	Hard Point Set Dewalt	03/29/2019	56.12	56.12	04/17/2019	
Wells Fargo Remittance Center	2031537	60lbs Quickrete	03/19/2019	176.02	176.02	04/17/2019	
Wells Fargo Remittance Center	88224087	Cement Hardener & US Flags	04/02/2019	49.42	49.42	04/17/2019	
<b>Total 5540460:</b>				760.55	521.90		
<b>5540475</b>							
Senergy Petroleum LLC	529609	Red Dyed Diesel #2	04/10/2019	929.93	.00		
Senergy Petroleum LLC	531283	Red Dyed Diesel #2	04/17/2019	1,005.98	.00		
<b>Total 5540475:</b>				1,935.91	.00		
<b>5540480</b>							
Wells Fargo Remittance Center	E01007VM51	Email	03/28/2019	17.22	17.22	04/17/2019	
<b>Total 5540480:</b>				17.22	17.22		
<b>5540610</b>							
Senergy Petroleum LLC	527398	Optisorb	04/11/2019	634.43	.00		
<b>Total 5540610:</b>				634.43	.00		
<b>5540705</b>							
Caterpillar Financial Services	19786190	Payment For 616K Compactor	04/05/2019	3,479.51	3,479.51	04/12/2019	
Caterpillar Financial Services	19786190	Payment For DeT Tractor	04/05/2019	3,623.41	3,623.41	04/12/2019	
<b>Total 5540705:</b>				7,102.92	7,102.92		
<b>5540840</b>							
Wells Fargo Remittance Center	3946	Ship Check to Hoerr For 2000 613	03/15/2019	48.45	48.45	04/17/2019	
<b>Total 5540840:</b>				48.45	48.45		
<b>Grand Totals:</b>				171,880.25	162,614.27		





Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Dated: _____							
Mayor: _____							
City Council: _____							
_____							
_____							
_____							
_____							
_____							
City Recorder: _____							
City Treasurer: _____							

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.





## TOWN MANAGER EVALUATION FORM

REVIEW PERIOD: MAY 2018 TO MAY 2019.

**INSTRUCTIONS:** As you read through the following list, please rate each individual area from the rating scale indicating your rating with a circle (if completing on hard copy) or by checking the box (if completing electronically).

**RATING SCALE:** One means poor performance, and five means excellent performance:

(1)	(2)	(3)	(4)	(5)
POOR	BELOW AVERAGE	AVERAGE	GOOD	EXCELLENT

### SECTION A. - RELATIONSHIP WITH THE TOWN COUNCIL

1. Keeps the Town Council informed of TOWN's activities, progress and problems. 1  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Is receptive to Town Council Members ideas and suggestions.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
3. Makes sound recommendations for Town Council Action.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
4. Facilitates the decision-making process for the Town Council.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
5. Accepts Town Council criticism as constructive suggestion for improvement. 1  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
6. Follows up on all problems and issues brought to his/her attention.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

WRITTEN COMMENTS:

TOTAL THIS SECTION:

## SECTION B. - MANAGEMENT SKILLS AND ABILITIES

1. Maintains a smooth-running office.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Prepares all necessary reports and keeps accurate records.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
3. Speaks and Writes clearly.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
4. Proposes organizational goals and objectives prior to each fiscal year.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
5. Plans well in advance.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
6. Is progressive in attitude and action.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
7. Adequately follows through on set plans.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

WRITTEN COMMENTS:

TOTAL THIS SECTION:

### SECTION C. - FISCAL MANAGEMENT

1. Prepares a balanced budget as designated by the Town Council.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Completes the year with a balanced budget.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
3. Displays common sense and good judgment in business transactions.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
4. Adequately supervises fiscal operations.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

TOTAL THIS SECTION:

WRITTEN COMMENTS:

### SECTION D. - PERSONAL AND PROFESSIONAL ATTRIBUTES

1. Projects professional demeanor.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Participates in professional activities.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

WRITTEN COMMENTS:

TOTAL THIS SECTION:

## SECTION E. - PUBLIC RELATIONS (LOCAL, STATE, & FEDERAL)

1. Represents THE TOWN in a positive and professional manner.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Actively promotes THE TOWN to the public, locally, statewide and at a federal level.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

WRITTEN COMMENTS:

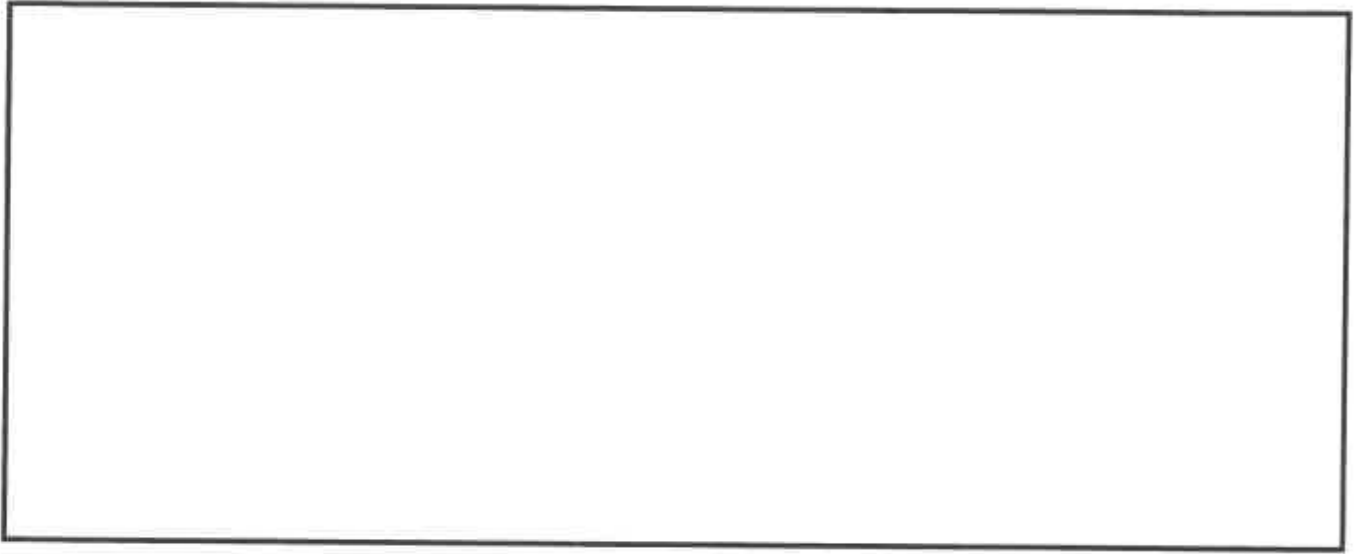
TOTAL THIS SECTION:

## SECTION F. - EFFECTIVE LEADERSHIP OF STAFF

1. Hires and maintains competent staff members.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
2. Encourages staff development.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
3. Follows personnel policies closely.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5
4. Maintains high staff productivity.  
☐ 1      ☐ 2      ☐ 3      ☐ 4      ☐ 5

WRITTEN COMMENTS:

TOTAL THIS SECTION:



The following questions are included to provide for further review and discussion of the Town Manager's evaluation.

1. **In your opinion what has the Town Manager done well?**

2. **What could the Town Manager do better?**

3. **What could the Town Council do to assist the Town Manager in doing a better job?**

4. **What could the Town Manager do to better serve the Town Council and Programs?**

Town Council Member \_\_\_\_\_

Date \_\_\_\_\_



TOWN OF HUACHUCA CITY  
CASH ACCOUNTS

31-Mar-19

75 % OF THE FISCAL YEAR HAS ELAPSED  
CASH ACCOUNTS

	31-Mar-19	28-Feb-19	31-Jan-19	31-Dec-18	30-Nov-18	31-Oct-18
General Fund						
01-11110	WELLS - COMB CHK #3746 - GENERAL FUND					
01-11112	XPRESS DEPOSIT ACCOUNT	\$ (168,059.67)	\$ (65,487.60)	\$ (54,294.94)	\$ (38,764.12)	\$ (40,372.55)
General Fund						
01-11117	WF - INVESTMENT #5456 - OPERATING ACCOUNT	\$ 7,270.65	\$ 6,341.86	\$ 5,431.46	\$ 5,299.37	\$ 4,700.70
General Fund						
01-11510	WF - INVESTMENT #7195 - BROKERAGE ACCOUNT	\$ 411,375.87	\$ 337,543.49	\$ 273,764.85	\$ 406,805.18	\$ 316,762.78
General Fund						
01-11515	US BANK SAVINGS (includes Un-Earned Income)	\$ 67,142.40	\$ 65,246.00	\$ 65,246.40	\$ 65,246.40	\$ 65,246.40
General Fund						
01-11520	WF - SAVINGS #5865 - BUSINESS MARKET ACCT	\$ 828,335.61	\$ 828,335.61	\$ 820,942.04	\$ 816,992.07	\$ 777,055.24
General Fund						
01-11750	UTILITY CASH CLEARING	\$ 21,858.97	\$ 22,489.88	\$ 21,327.13	\$ 21,327.13	\$ 20,662.16
Firemen Pension						
22-11110	WF - FIREMEN'S PENSION #4941	\$ (7,958.59)	\$ (7,958.59)	\$ (9,327.21)	\$ (8,841.70)	\$ (8,659.66)
Trust Fund						
55-11121	BOK - LANDFILL CLOSURE X29013	\$ 14,019.85	\$ 14,019.49	\$ 15,215.06	\$ 15,215.06	\$ 15,215.06
91-11915	DEFERRED OUTFLOW FOR PENSIONS	\$ 2,419,929.54	\$ 2,419,929.54	\$ 2,419,929.54	\$ 2,419,929.54	\$ 2,419,929.54
		\$ 260,332.00	\$ 260,332.00	\$ 260,332.00	\$ 260,332.00	\$ 260,332.00
TOTAL CASH ACCOUNTS						

TOWN OF HUACHUCA CITY  
CASH ACCOUNTS

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b><u>TAXES</u></b>					
10-31-100 AUTO LIEU TAX	7,087.98	66,858.10	98,082.00	31,203.90	68.2
10-31-200 REAL PROPERTY TAXES	4,045.74	71,184.85	83,000.00	11,815.15	85.8
10-31-240 FRANCHISE TAXES	511.19	12,963.89	14,158.00	1,192.31	91.8
10-31-250 CITY SALES TAXES	21,782.47	148,507.37	195,688.00	49,158.63	74.9
10-31-252 USE TAX PURCHASES	.00	.00	50,000.00	50,000.00	.0
10-31-254 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	13,825.40	127,721.42	172,379.00	44,657.58	74.1
<b>TOTAL TAXES</b>	<b>47,232.78</b>	<b>426,236.43</b>	<b>639,283.00</b>	<b>213,027.57</b>	<b>66.6</b>
<b><u>LICENSES AND PERMITS</u></b>					
10-32-100 BUILDING PERMITS	659.80	20,722.59	12,000.00	( 8,722.59)	172.7
10-32-110 BUSINESS LICENSES	150.00	8,178.00	18,000.00	7,822.00	51.1
10-32-120 P&Z FEES	.00	870.00	175.00	( 895.00)	487.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>809.80</b>	<b>29,770.59</b>	<b>28,175.00</b>	<b>( 1,595.59)</b>	<b>105.7</b>
<b><u>INTERGOVERNMENTAL REVENUE</u></b>					
10-33-100 STATE REVENUE SHARING	17,448.82	157,036.12	217,000.00	59,963.88	72.4
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>17,448.82</b>	<b>157,036.12</b>	<b>217,000.00</b>	<b>59,963.88</b>	<b>72.4</b>
<b><u>CHARGES FOR SERVICE</u></b>					
10-34-100 ZONING FEES	.00	.00	500.00	500.00	.0
10-34-131 POLICE PROTECTION EQUIPMENT	15.86	91.79	250.00	158.21	36.7
10-34-132 POST TRAINING REIMBURSEMENTS	.00	.00	500.00	500.00	.0
10-34-140 AUCTION PROCEEDS	40,426.40	114,016.42	10,000.00	( 104,016.42)	1140.2
10-34-150 ANIMAL SHELTER REIMBURSEMENT	.00	.00	250.00	250.00	.0
10-34-180 KENNEL FEES	.00	10,455.00	18,000.00	5,545.00	65.3
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-34-923 BUS TICKET SALES SIERA VISTA	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>40,442.06</b>	<b>124,563.21</b>	<b>33,500.00</b>	<b>( 91,083.21)</b>	<b>371.8</b>
<b><u>FINES</u></b>					
10-35-100 POLICE FINES	8,094.78	76,706.14	150,000.00	73,293.86	51.1
10-35-110 IMPOUND FEES	.00	1,770.00	5,500.00	3,730.00	32.2
10-35-112 TOWING FEES	.00	1,354.50	3,150.00	1,795.50	43.0
10-35-120 LIBRARY FEES & FINES	481.00	2,569.97	5,000.00	2,430.03	51.4
<b>TOTAL FINES</b>	<b>8,555.78</b>	<b>82,400.61</b>	<b>163,650.00</b>	<b>81,249.39</b>	<b>50.4</b>

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>MISCELLANEOUS REVENUE</b>					
10-36-100 INTEREST	1,898.38	28,985.91	8,000.00	( 22,985.91)	483.1
10-36-200 UNREALIZED GAIN	.00	1,368.23	2,000.00	843.77	67.8
10-36-455 DONATIONS	.00	.00	1,400.00	1,400.00	.0
10-36-500 PARKS & REC REVENUE & FEES	.00	762.25	1,000.00	247.75	75.2
10-36-515 YOUTH SPONSERSHIP REVENUE	.00	.00	100.00	100.00	.0
10-36-900 MISCELLANEOUS	1,012.38	23,993.19	.00	( 23,993.19)	.0
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	2,488.08	11,790.72	22,000.00	10,209.28	53.6
10-36-904 WILDLAND REVENUE	.00	.00	10,000.00	10,000.00	.0
10-36-907 INSURANCE CLAIMS	.00	.00	100.00	100.00	.0
10-36-910 LANDFILL LAND LEASE	47,800.00	428,400.00	571,193.00	142,793.00	75.0
10-36-915 COUNTY ANIMAL SHELTER REVENUE	.00	32,250.00	50,000.00	17,750.00	64.5
10-36-922 EMPLOYEE INSUR CONTRIBUTION	1,425.58	17,643.84	9,750.00	( 7,893.84)	181.0
10-36-950 RICO REVENUE(ASSET FORFEITURE)	.00	.00	8,400.00	8,400.00	.0
10-36-985 ROLL-OFF TRUCK (SURPLUS SALES)	.00	.00	50,000.00	50,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	158,879.00	188,879.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	2.50	2.50	10.00	7.50	25.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>54,434.84</b>	<b>546,174.74</b>	<b>890,932.00</b>	<b>345,757.26</b>	<b>61.2</b>
<b>TOWN GRANTS</b>					
10-37-165 DONATIONS - ANIMAL SHELTER	.00	448.38	5,000.00	4,551.64	9.0
10-37-188 ANIMAL SHELTER GRANTS	.00	.00	85,000.00	85,000.00	.0
10-37-456 DONATIONS - LIBRARY	538.00	1,885.00	2,000.00	115.00	94.3
10-37-457 LIBRARY GRANT	4,000.00	40,584.89	100,000.00	59,415.31	40.6
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH	.00	1,830.00	5,000.00	3,170.00	36.6
10-37-467 POLICE DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-37-908 GRANTS - POLICE AZDOHS	.00	.00	120,428.00	120,428.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	99,000.00	99,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-921 POLICE GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-983 E-RATE	.00	.00	175,000.00	175,000.00	.0
10-37-984 CONTINGENCY FUND	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>4,538.00</b>	<b>44,748.05</b>	<b>1,096,428.00</b>	<b>1,051,677.85</b>	<b>4.1</b>
<b>TOTAL FUND REVENUE</b>	<b>173,459.88</b>	<b>1,408,928.75</b>	<b>3,087,948.00</b>	<b>1,659,017.25</b>	<b>45.9</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	8,130.00	11,340.00	3,210.00	71.7
10-42-110 PROFESSIONAL SERVICES	1,945.00	10,473.22	6,021.00	( 4,452.22)	173.9
10-42-130 EMPLOYEE BENEFITS	74.09	899.28	930.00	280.74	72.0
10-42-220 ATTORNEY FEES	3,507.50	11,182.96	55,772.00	44,589.04	20.1
10-42-250 ADVERTISING	.00	1,397.15	100.00	( 1,297.15)	1397.2
10-42-290 OFFICE SUPPLIES	.00	182.66	800.00	637.44	20.3
10-42-530 COMMUNITY RELATIONS	.00	157.92	700.00	542.08	22.6
10-42-640 MEMBERSHIP LEAGUE	.00	416.90	5,720.00	5,303.10	7.3
10-42-680 TRAVEL AND TRAINING	.00	1,302.62	2,000.00	697.38	66.1
<b>TOTAL COUNCIL</b>	<b>6,426.59</b>	<b>33,892.59</b>	<b>83,383.00</b>	<b>49,490.41</b>	<b>40.7</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	5,384.82	50,662.16	70,000.00	19,337.84	72.4
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-105 OVERTIME	.00	.00	100.00	100.00	.0
10-43-122 MISCELLANEOUS	.00	405.81	.00	( 405.81)	.0
10-43-130 EMPLOYEE BENEFITS	1,440.89	12,512.65	29,105.00	16,592.35	43.0
10-43-220 ATTORNEY FEES	880.00	4,310.44	10,000.00	5,689.56	43.1
10-43-250 ADVERTISING	.00	3,853.53	7,500.00	3,646.47	51.4
10-43-271 TELEPHONE	673.40	5,934.87	10,500.00	4,565.03	58.5
10-43-280 INSURANCE	1,680.43	9,965.93	12,100.00	2,134.07	82.4
10-43-290 OFFICE SUPPLIES	716.78	3,934.53	3,000.00	( 934.53)	131.2
10-43-300 PRINTING	.00	197.81	1,000.00	802.19	19.8
10-43-340 UTILITIES	547.88	4,790.57	19,700.00	14,909.43	24.3
10-43-380 CONTRACT LABOR	320.88	4,047.13	.00	( 4,047.13)	.0
10-43-440 POSTAGE	.00	2,525.13	3,500.00	974.87	72.2
10-43-470 VEHICLE EXPENSE	313.42	581.01	500.00	( 81.01)	118.2
10-43-475 FUEL EXPENSE	.00	581.19	600.00	18.81	98.9
10-43-480 COMPUTER EXPENSE	905.27	8,890.14	11,400.00	2,509.86	78.0
10-43-500 BUILDING MAINTENANCE	132.00	3,881.46	12,300.00	8,418.54	29.9
10-43-610 EQUIPMENT MAINTENANCE	225.27	535.27	200.00	( 335.27)	267.6
10-43-640 MEMBERSHIP	.00	1,394.10	975.00	( 419.10)	143.0
10-43-650 AUDIT	12,250.00	12,250.00	14,821.00	2,371.00	83.8
10-43-680 TRAVEL AND TRAINING	37.61	2,496.78	4,850.00	2,353.22	51.5
10-43-690 ELECTION SUPPLIES	.00	2,395.00	8,000.00	5,605.00	29.9
10-43-691 ROLL-OFF TRUCK EXP	.00	.00	50,000.00	50,000.00	.0
10-43-703 CODIFYING/DIGITIZING	1,428.65	2,481.40	3,500.00	1,038.60	70.3
10-43-705 CAPITAL LEASE EXPENSE	544.12	5,092.92	5,000.00	( 92.92)	101.9
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	3,700.00	3,700.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>27,481.00</b>	<b>143,499.73</b>	<b>282,301.00</b>	<b>138,801.27</b>	<b>50.8</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	3,200.00	32,691.20	43,139.00	10,644.80	75.6
10-45-105 OVERTIME	285.00	840.00	100.00	( 740.00)	840.0
10-45-120 PROSECUTION FEES	.00	1,298.00	.00	( 1,298.00)	.0
10-45-130 EMPLOYEE BENEFITS	1,185.74	10,793.46	17,991.00	7,087.54	60.4
10-45-221 COURT APPT ATTORNEYS	.00	8,560.00	.00	( 8,560.00)	.0
10-45-250 CONTRACT LABOR-PRO TEM	150.00	460.00	1,500.00	1,080.00	30.0
10-45-290 OFFICE SUPPLIES	.00	83.75	450.00	366.25	14.2
10-45-380 CONTRACT LABOR-JUDGE	800.00	6,600.00	14,400.00	7,800.00	45.8
10-45-381 CONTRACT LABOR - SECURITY	216.00	1,338.00	2,800.00	1,262.00	51.5
10-45-480 COMPUTER EXPENSE	1,125.00	2,280.00	2,500.00	250.00	90.0
10-45-680 TRAVEL/TRAINING	.00	388.14	500.00	111.86	77.6
10-45-810 JAIL FEES	1,023.00	10,944.63	8,000.00	( 4,944.63)	182.4
<b>TOTAL MAGISTRATE</b>	<b>7,784.74</b>	<b>76,117.18</b>	<b>89,067.00</b>	<b>12,949.82</b>	<b>85.5</b>
<u>IT</u>					
10-48-101 CONTRACT LABOR	.00	2,871.50	41,000.00	38,128.50	7.0
10-48-130 EMPLOYEE BENEFITS	.00	45.00	.00	( 45.00)	.0
10-48-210 SUBSCRIPTIONS	.00	1,455.50	8,990.00	7,434.50	16.4
10-48-275 CELL PHONE	1,638.80	15,187.22	.00	( 15,187.22)	.0
10-48-804 SOFTWARE LICENSING	.00	.00	2,500.00	2,500.00	.0
10-48-840 CAPITAL OUTLAY	683.75	6,775.84	8,250.00	1,474.16	82.1
<b>TOTAL IT</b>	<b>2,322.35</b>	<b>26,335.06</b>	<b>60,640.00</b>	<b>34,304.94</b>	<b>43.4</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	21,805.00	242,544.76	313,680.00	71,135.24	77.3
10-51-102 NEW HIRE	.00	2.10	.00	( 2.10)	.0
10-51-105 OVERTIME	249.75	15,465.55	10,000.00	( 5,465.55)	184.7
10-51-110 UNIFORM EXPENSE	250.00	2,250.00	3,600.00	1,350.00	82.5
10-51-130 EMPLOYEE BENEFITS	8,554.55	110,908.54	234,774.00	123,865.46	47.2
10-51-135 PUBLIC SAFETY RETIREMENT	4,347.30	4,347.30	.00	( 4,347.30)	.0
10-51-221 PSRS BOARD ATTORNEY	.00	.00	100.00	100.00	.0
10-51-222 CCSO CONTRACT	17,072.92	17,072.92	50,000.00	32,927.08	34.2
10-51-230 PROFESSIONAL SERVICES	2,084.99	6,081.73	6,021.00	( 60.73)	101.0
10-51-271 TELEPHONE	454.31	3,978.84	5,200.00	1,221.16	76.5
10-51-290 OFFICE SUPPLIES	.00	897.57	1,000.00	102.43	89.8
10-51-295 PRINTING EXPENSE	.00	43.03	1,500.00	1,456.97	2.9
10-51-340 UTILITIES	489.27	4,270.38	.00	( 4,270.38)	.0
10-51-380 CONTRACT LABOR	25.40	2,811.31	.00	( 2,811.31)	.0
10-51-385 SHREDDING SERVICES	98.40	842.86	900.00	57.34	93.6
10-51-480 MAINTENANCE AND SUPPLIES	.00	16,321.25	3,500.00	( 12,821.25)	466.3
10-51-486 WEAPONS AND AMMUNITION	.00	155.45	2,000.00	1,844.55	7.8
10-51-470 VEHICLE EXPENSE	158.65	4,807.95	8,000.00	3,392.05	57.6
10-51-475 POLICE FUEL EXPENSE	632.32	8,384.40	12,000.00	3,615.60	69.9
10-51-480 COMPUTER EXPENSE	130.23	1,184.09	1,200.00	15.91	98.7
10-51-500 BUILDING MAINTENANCE	.00	1,928.08	.00	( 1,928.08)	.0
10-51-505 POLICE VEHICLE IMPOUND FEE	100.00	2,149.50	4,250.00	2,100.50	50.8
10-51-510 IMPOUND ADMIN	.00	( 2,088.00)	.00	2,088.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	3,402.42	8,500.00	5,097.58	40.0
10-51-640 MEMBERSHIP	.00	.00	400.00	400.00	.0
10-51-680 TRAVEL AND TRAINING	38.00	161.00	1,000.00	839.00	16.1
10-51-685 COMMUNITY RELATIONS	.00	.00	750.00	750.00	.0
10-51-705 CAPITAL LEASE	234.08	2,132.01	2,300.00	167.99	92.7
10-51-840 POLICE CAPITAL OUTLAY	.00	2,930.85	6,250.00	3,319.15	46.9
10-51-845 OFFICE FURNITURE	.00	.00	100.00	100.00	.0
10-51-858 BODY WORN CAMERA PROGRAM	.00	.00	3,368.00	3,368.00	.0
10-51-857 ASSET FORFEITURE EXPENSES	.00	.00	8,500.00	8,500.00	.0
 TOTAL POLICE	 54,623.18	 452,787.69	 688,891.00	 238,103.31	 65.7

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	1,391.50	24,272.76	45,760.00	21,487.24	53.0
10-52-102 NEW HIRE	.00	250.00	.00	( 250.00)	.0
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	200.00	200.00	.0
10-52-130 EMPLOYEE BENEFITS	196.50	3,460.16	5,460.00	1,999.84	63.4
10-52-140 PROFESSIONAL SERVICES	2,085.00	9,397.51	6,021.00	( 3,376.51)	156.1
10-52-290 OFFICE SUPPLIES	201.49	805.05	200.00	( 805.05)	402.5
10-52-340 UTILITIES	38.58	4,132.82	.00	( 4,132.82)	.0
10-52-360 CONTRACT LABOR	101.64	3,965.86	.00	( 3,965.86)	.0
10-52-450 EQUIPMENT AND SUPPLIES	.00	51.99	2,000.00	1,948.01	2.6
10-52-460 MAINTENANCE AND SUPPLIES	80.41	3,996.23	3,850.00	( 146.23)	103.8
10-52-461 ANIMAL FOOD	.00	759.29	2,060.00	1,290.71	37.0
10-52-462 PEST CONTROL	.00	368.00	550.00	182.00	66.9
10-52-463 MEDICE/VACCINE	.00	1,160.62	3,000.00	1,839.38	38.7
10-52-465 HEALTH AND SAFETY	.00	.00	300.00	300.00	.0
10-52-470 VEHICLE EXPENSE	.00	2,082.17	1,000.00	( 1,082.17)	206.2
10-52-471 VEHICLE LEASE	19,180.55	29,501.51	10,800.00	( 18,701.51)	273.2
10-52-475 FUEL EXPENSE	42.00	778.57	.00	( 778.57)	.0
10-52-480 COMPUTER EXPENSE	90.69	812.30	1,000.00	187.70	81.2
10-52-500 BUILDING MAINTENANCE	.00	234.05	.00	( 234.05)	.0
10-52-660 TRAVEL & TRAINING	12.00	12.00	1,500.00	1,488.00	.8
10-52-665 COMMUNITY RELATIONS	.00	.00	400.00	400.00	.0
10-52-800 MISC	.00	315.00	.00	( 315.00)	.0
<b>TOTAL ANIMAL SHELTER</b>	<b>23,420.36</b>	<b>86,335.69</b>	<b>84,091.00</b>	<b>( 2,244.69)</b>	<b>102.7</b>
<b>FIRE</b>					
10-53-100 PERSONNEL SERVICES	.00	307,512.41	317,800.00	10,287.59	96.8
10-53-101 VOLUNTEER FIREFIGHTERS	.00	.00	7,000.00	7,000.00	.0
10-53-110 UNIFORM EXPENSE	.00	.00	3,200.00	3,200.00	.0
10-53-130 EMPLOYEE BENEFITS	.00	2.55	5,000.00	4,997.45	.1
10-53-290 OFFICE SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-53-340 UTILITIES	1,461.80	11,344.74	.00	( 11,344.74)	.0
10-53-366 JANITORIAL SERVICES	.00	.00	1,200.00	1,200.00	.0
10-53-450 EQUIPMENT/TRUCK MAINTENANCE	.00	1,349.82	5,000.00	3,650.38	27.0
10-53-460 MAINTENANCE AND SUPPLIES	1,649.54	1,685.12	15,000.00	13,314.88	11.2
10-53-462 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
10-53-470 VEHICLE EXPENSE	.00	48,600.37	54,000.00	5,399.63	90.0
10-53-475 FIRE FUEL EXPENSE	.00	2,498.06	9,000.00	6,501.94	27.8
10-53-480 COMPUTER EXPENSE	8.61	347.93	1,800.00	1,452.07	19.3
10-53-660 TRAVEL AND TRAINING	.00	.00	3,500.00	3,500.00	.0
10-53-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-53-670 FIRE SAFETY EQUIP	.00	.00	7,000.00	7,000.00	.0
10-53-700 WILDLAND EXPENSES	.00	.00	2,500.00	2,500.00	.0
10-53-702 MEDICAL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
10-53-705 CAPITAL LEASE	.00	4,716.56	.00	( 4,716.56)	.0
<b>TOTAL FIRE</b>	<b>3,119.75</b>	<b>378,057.38</b>	<b>454,000.00</b>	<b>75,842.62</b>	<b>83.3</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>BUILDING REGULATION</b>					
10-54-290 OFFICE SUPPLIES	.00	63.77	.00	( 63.77)	.0
10-54-300 PROFESSIONAL SERVICES	1,945.00	3,559.24	6,021.00	2,461.76	59.1
10-54-380 CONTRACT LABOR	4,150.00	40,493.06	54,000.00	13,506.92	75.0
10-54-760 BLDG REGULATION SUPPLIES	.00	499.89	540.00	70.11	87.0
10-54-801 ABATEMENT	.00	.00	8,600.00	8,600.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>6,095.00</b>	<b>44,585.96</b>	<b>69,161.00</b>	<b>24,575.02</b>	<b>64.5</b>
<b>PUBLIC WORKS</b>					
10-57-340 UTILITIES	2,493.73	23,292.58	.00	( 23,292.58)	.0
10-57-380 CONTRACT LABOR	397.09	4,944.48	.00	( 4,944.48)	.0
10-57-460 MAINTENANCE AND SUPPLIES	2,734.35	3,649.98	250.00	( 3,399.98)	1480.0
<b>TOTAL PUBLIC WORKS</b>	<b>5,625.17</b>	<b>31,887.04</b>	<b>250.00</b>	<b>( 31,637.04)</b>	<b>12754.</b>
<b>CITY POOL</b>					
10-58-100 PERSONNEL SERVICES	.00	4,390.22	10,395.00	6,004.78	42.0
10-58-130 EMPLOYEE BENEFITS	.00	684.82	1,500.00	815.18	45.7
10-58-270 PHONE	51.80	486.24	600.00	113.76	77.7
10-58-340 UTILITIES	318.24	4,492.50	7,500.00	3,007.50	59.9
10-58-460 MAINTENANCE AND SUPPLIES	359.04	1,991.70	5,000.00	3,008.30	39.8
10-58-680 CERTIFYING	.00	.00	300.00	300.00	.0
<b>TOTAL CITY POOL</b>	<b>729.18</b>	<b>11,965.48</b>	<b>25,295.00</b>	<b>13,299.52</b>	<b>47.4</b>
<b>SUMMER SPLASH</b>					
10-59-100 PERSONNEL SERVICES	.00	3,000.00	3,000.00	.00	100.0
10-59-460 SUPPLIES	.00	212.23	600.00	387.77	35.4
<b>TOTAL SUMMER SPLASH</b>	<b>.00</b>	<b>3,212.23</b>	<b>3,600.00</b>	<b>387.77</b>	<b>89.2</b>
<b>PARKS &amp; RECREATION</b>					
10-60-100 PERSONNEL SERVICES	.00	248.32	.00	( 248.32)	.0
10-60-130 EMPLOYEE BENEFITS	.00	51.05	.00	( 51.05)	.0
10-60-460 MAINTENANCE AND SUPPLIES	547.20	1,804.56	4,000.00	2,195.44	45.1
10-60-530 COMMUNITY RELATIONS	.00	.00	250.00	250.00	.0
10-60-704 SPECIAL ACTIVITIES	.00	713.41	10,000.00	9,286.59	7.1
<b>TOTAL PARKS &amp; RECREATION</b>	<b>547.20</b>	<b>2,817.34</b>	<b>14,250.00</b>	<b>11,432.66</b>	<b>19.8</b>



**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LIBRARY AND COMMUNITY SERVICES</b>					
10-62-100 PERSONNEL SERVICES	6,155.00	59,028.02	88,500.00	27,471.98	68.2
10-62-102 NEW HIRE	.00	.00	100.00	100.00	.0
10-62-130 EMPLOYEE BENEFITS	894.40	6,460.08	10,000.00	3,539.94	64.6
10-62-250 ADVERTISING	.00	.00	250.00	250.00	.0
10-62-271 TELEPHONE	180.27	1,537.54	2,000.00	462.46	76.9
10-62-280 OFFICE SUPPLIES	140.38	1,017.82	2,500.00	1,482.38	40.7
10-62-340 UTILITIES	774.48	7,768.83	.00	( 7,768.83)	.0
10-62-380 CONTRACT LABOR	295.45	3,298.23	.00	( 3,298.23)	.0
10-62-386 INMATE/JANITORIAL SERVICES	50.82	900.31	1,285.00	384.69	70.1
10-62-440 POSTAGE	.00	.00	200.00	200.00	.0
10-62-460 MAINTENANCE AND SUPPLIES	1,713.18	12,942.21	1,500.00	( 11,442.21)	862.8
10-62-478 FUEL	.00	.00	360.00	360.00	.0
10-62-480 COMPUTER EXPENSE	17.22	112.88	500.00	387.34	22.5
10-62-481 INTERNET	94.95	2,448.50	2,300.00	( 148.50)	106.5
10-62-610 EQUIPMENT MAINTENANCE	.00	74.88	.00	( 74.88)	.0
10-62-620 EQUIP REPAIR AND MAINTENANCE	.00	.00	400.00	400.00	.0
10-62-640 MEMBERSHIP	.00	65.00	185.00	130.00	33.3
10-62-680 TRAVEL AND TRAINING	.00	548.18	1,000.00	453.82	54.8
10-62-703 SPECIAL ACTIVITIES	.00	303.43	500.00	196.57	60.7
10-62-705 CAPITAL LEASE	.00	4,278.21	3,900.00	( 378.21)	109.7
10-62-802 LIBRARY DONATIONS EXP	3,998.92	4,079.92	.00	( 4,079.92)	.0
<b>TOTAL LIBRARY AND COMMUNITY SERVICES</b>	<b>14,116.05</b>	<b>104,863.41</b>	<b>113,490.00</b>	<b>8,628.59</b>	<b>82.4</b>
<b>CITY BUS</b>					
10-65-100 PERSONNEL SERVICES	.00	11,239.40	28,534.00	17,294.60	39.4
10-65-130 EMPLOYEE BENEFITS	.00	1,550.06	3,978.00	2,428.94	39.0
10-65-140 PROFESSIONAL SERVICES	.00	2,382.50	8,021.00	3,638.50	39.6
10-65-280 INSURANCE	1,649.54	9,611.46	12,050.00	2,438.54	79.8
10-65-470 VEHICLE EXPENSE	.00	1,052.47	4,985.00	3,912.53	21.2
10-65-475 FUEL EXPENSE	.00	2,400.14	6,732.00	4,331.86	35.7
10-65-482 BUS STOP CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-65-483 SIERRA VISTA BUS FARES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL CITY BUS</b>	<b>1,649.54</b>	<b>28,236.03</b>	<b>68,278.00</b>	<b>40,041.97</b>	<b>41.4</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SENIOR CENTER</b>					
10-88-100 PERSONNEL SERVICES	.00	5,508.35	9,200.00	3,691.65	59.9
10-88-130 EMPLOYEE BENEFITS	.00	587.94	1,200.00	612.06	49.0
10-88-140 PROFESSIONAL SERVICES	15,474.49	27,507.18	6,021.00	( 21,486.18)	458.9
10-88-271 TELEPHONE	53.32	479.02	650.00	170.98	73.7
10-88-290 SUPPLIES	137.50	743.00	200.00	( 543.00)	371.5
10-88-340 UTILITIES	458.02	3,985.55	5,000.00	1,014.45	79.7
10-88-341 INTERNET SERVICES	.00	494.72	800.00	305.28	61.8
10-88-482 PEST CONTROL	88.00	398.00	550.00	154.00	72.0
10-88-800 AUTHORIZED EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL SENIOR CENTER</b>	<b>16,209.33</b>	<b>39,701.76</b>	<b>33,821.00</b>	<b>( 6,080.76)</b>	<b>118.1</b>
<b>TOWN GRANTS</b>					
10-89-480 BUS LINE EXPENDITURES	.00	.00	75,000.00	75,000.00	.0
10-89-801 ANIMAL SHELTER GRANT EXP	.00	.00	70,000.00	70,000.00	.0
10-89-802 LIBRARY DONATIONS EXP	5,940.24	26,833.42	132,000.00	105,166.58	20.3
10-89-803 IT GRANT EXP	.00	.00	180,000.00	180,000.00	.0
10-89-804 MISC EXP	.00	.00	75,000.00	75,000.00	.0
10-89-805 BUILDING REGULATION EXP	.00	.00	25,000.00	25,000.00	.0
10-89-845 POLICE GRANT EXP	.00	4,984.64	10,000.00	5,035.36	49.7
10-89-846 AZDOHS GRANT EXPENDITURES	.00	.00	99,000.00	99,000.00	.0
10-89-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-89-851 CONTINGENCY FUND EXP	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>5,940.24</b>	<b>31,798.06</b>	<b>998,428.00</b>	<b>964,627.94</b>	<b>3.2</b>
<b>NON-DEPARTMENTAL</b>					
10-70-801 INSURANCE CLAIMS	.00	12,995.40	1,202.00	( 11,793.40)	1081.2
<b>TOTAL NON-DEPARTMENTAL</b>	<b>.00</b>	<b>12,995.40</b>	<b>1,202.00</b>	<b>( 11,793.40)</b>	<b>1081.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>175,989.88</b>	<b>1,509,118.25</b>	<b>3,087,948.00</b>	<b>1,558,827.75</b>	<b>49.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,530.02)</b>	<b>( 100,189.50)</b>	<b>.00</b>	<b>100,189.50</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**POLICE - DHS GRANT - BP OT**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
12-30-800 DHS GRANT BP O/T	.00	4,984.64	135,000.00	130,035.36	3.7
<b>TOTAL REVENUE</b>	<b>.00</b>	<b>4,984.64</b>	<b>135,000.00</b>	<b>130,035.36</b>	<b>3.7</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>4,984.64</b>	<b>135,000.00</b>	<b>130,035.36</b>	<b>3.7</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**POLICE - DHS GRANT - BP OT**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
12-40-130 EMPLOYEE BENEFITS	130.92	2,747.64	135,000.00	132,252.36	2.0
12-40-131 DUI TASK FORCE OVER TIME	444.00	777.00	.00 (	777.00)	.0
12-40-135 PUBLIC SAFETY RETIREMENT	108.89	1,619.39	.00 (	1,619.39)	.0
12-40-840 AUTHORIZED EXPENDITURES	.00	8,519.27	.00 (	8,519.27)	.0
<b>TOTAL EXPENDITURES</b>	<b>683.81</b>	<b>13,663.30</b>	<b>135,000.00</b>	<b>121,336.70</b>	<b>10.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>683.81</b>	<b>13,663.30</b>	<b>135,000.00</b>	<b>121,336.70</b>	<b>10.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 683.81)</b>	<b>( 8,698.66)</b>	<b>.00</b>	<b>8,698.66</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**FIRE TRUCK FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
14-30-801 TRIBAL CASINO GRANT FUND	.00	.00	300,000.00	300,000.00	.0
14-30-802 FIRE ACT GRANT	.00	.00	450,000.00	450,000.00	.0
<b>TOTAL REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>750,000.00</b>	<b>750,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>750,000.00</b>	<b>750,000.00</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**FIRE TRUCK FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
14-40-840 CAPITAL OUTLAY	.00	.00	750,000.00	750,000.00	.0
TOTAL EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	750,000.00	750,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

		TRUST FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>REVENUE</b>						
20-30-200	FINES AND BAILS	17,928.89	130,238.54	288,000.00	137,761.46	48.6
20-30-300	BONDS	.00	.00	250.00	250.00	.0
20-30-400	RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500	JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>		<b>17,928.89</b>	<b>130,238.54</b>	<b>288,450.00</b>	<b>138,211.46</b>	<b>48.5</b>
<b>TOTAL FUND REVENUE</b>		<b>17,928.89</b>	<b>130,238.54</b>	<b>288,450.00</b>	<b>138,211.46</b>	<b>48.5</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>EXPENDITURES</b>					
20-40-200 FINES AND BAILS	14,104.11	130,262.29	268,204.00	137,951.71	48.8
20-40-400 RESTITUTION	43.00	73.00	48.00	( 27.00)	158.7
20-40-401 BOND	.00	443.00	100.00	( 343.00)	443.0
20-40-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>	<b>14,147.11</b>	<b>130,768.29</b>	<b>268,450.00</b>	<b>137,881.71</b>	<b>48.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>14,147.11</b>	<b>130,768.29</b>	<b>268,450.00</b>	<b>137,881.71</b>	<b>48.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3,781.78</b>	<b>( 529.75)</b>	<b>.00</b>	<b>529.75</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

INVESTMENT TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
22-30-100 INTEREST REVENUE	.00	.32	.00	( .32)	.0
TOTAL REVENUE	.00	.32	.00	( .32)	.0
TOTAL FUND REVENUE	.00	.32	.00	( .32)	.0

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**INVESTMENT TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
22-40-800 MISCELLANEOUS EXPENSE	.00	1,195.89	.00	( 1,195.89)	.0
TOTAL EXPENDITURES	.00	1,195.89	.00	( 1,195.89)	.0
TOTAL FUND EXPENDITURES	.00	1,195.89	.00	( 1,195.89)	.0
NET REVENUE OVER EXPENDITURES	.00	( 1,195.57)	.00	1,195.57	.0

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**ROAD USER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
23-30-300 GAS TAX REVENUES - HURF	12,507.96	112,540.44	147,652.00	35,111.56	76.2
23-30-800 MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>	<u>12,507.96</u>	<u>112,540.44</u>	<u>147,752.00</u>	<u>35,211.56</u>	<u>76.2</u>
<b>TOTAL FUND REVENUE</b>	<u>12,507.96</u>	<u>112,540.44</u>	<u>147,762.00</u>	<u>35,211.56</u>	<u>76.2</u>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**ROAD USER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>ROAD USERS ADMIN</b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-105 OVERTIME	.00	.00	1,000.00	1,000.00	.0
23-40-120 PROFESSIONAL SERVICES	.00	.00	6,021.00	6,021.00	.0
23-40-130 EMPLOYEE BENEFITS	.00 (	14.16)	24,558.00	24,572.16 (	.1)
23-40-480 MAINTENANCE AND SUPPLIES	.00	1,613.98	6,000.00	4,386.02	28.9
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-490 ROAD REPAIR	.00	3,981.00	30,000.00	26,019.00	13.3
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	25,725.00	25,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<b>.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>5,580.82</b>	<b>147,752.00</b>	<b>142,171.18</b>	<b>3.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>12,507.98</b>	<b>106,959.62</b>	<b>.00 (</b>	<b>106,959.62)</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GRANT OPPORTUNITY**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>GRANT REVENUE</u></b>					
29-30-800 GRANT REVENUE CDBG	.00	3,400.00	.00	( 3,400.00)	.0
29-30-801 MISCELLANEOUS GRANTS	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL GRANT REVENUE</b>	<u>.00</u>	<u>3,400.00</u>	<u>100,000.00</u>	<u>96,600.00</u>	<u>3.4</u>
<b>TOTAL FUND REVENUE</b>	<u>.00</u>	<u>3,400.00</u>	<u>100,000.00</u>	<u>96,600.00</u>	<u>3.4</u>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GRANT OPPORTUNITY**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>GRANT EXPENDITURES</u></b>					
<b>28-40-840 AUTHORIZED EXPENDITURES</b>	<u>.00</u>	<u>.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>.0</u>
<b>TOTAL GRANT EXPENDITURES</b>	<u>.00</u>	<u>.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>.0</u>
<b>TOTAL FUND EXPENDITURES</b>	<u>.00</u>	<u>.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>.0</u>
<b>NET REVENUE OVER EXPENDITURES</b>	<u>.00</u>	<u>3,400.00</u>	<u>.00</u>	<u>( 3,400.00)</u>	<u>.0</u>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
51-30-200 WATER SALES	12,188.16	121,838.02	168,810.00	35,270.98	77.5
51-30-202 RC: RECONNECT FEE	75.00	375.00	500.00	125.00	75.0
51-30-300 CONNECTION FEES	25.00	400.00	500.00	100.00	80.0
51-30-400 PENALTIES & FORFEITURES	628.02	5,798.31	12,000.00	6,201.69	48.3
51-30-800 MISCELLANEOUS	.00	.00	800.00	800.00	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	47,334.00	47,334.00	.0
<b>TOTAL REVENUE</b>	<b>12,927.16</b>	<b>128,212.33</b>	<b>217,844.00</b>	<b>89,631.67</b>	<b>58.9</b>
<b>TOTAL FUND REVENUE</b>	<b>12,927.16</b>	<b>128,212.33</b>	<b>217,844.00</b>	<b>89,631.67</b>	<b>58.9</b>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>WATER EXPENDITURES</b>					
51-40-100 PERSONNEL SERVICES	11,988.19	88,314.95	70,835.00	( 17,679.95)	125.0
51-40-105 OVERTIME	485.80	1,875.83	1,000.00	( 875.83)	187.8
51-40-110 UNIFORM EXPENSE	375.82	3,525.84	4,500.00	974.38	78.4
51-40-130 EMPLOYEE BENEFITS	4,435.27	31,558.80	24,558.00	( 7,001.80)	128.5
51-40-280 INSURANCE	1,849.54	9,811.48	11,000.00	1,388.54	87.4
51-40-290 OFFICE SUPPLIES	.00	10.50	.00	( 10.50)	.0
51-40-340 UTILITIES	2,815.85	31,797.34	31,000.00	( 797.34)	102.8
51-40-360 CONTRACT LABOR	887.09	8,847.88	5,000.00	( 3,647.88)	173.0
51-40-370 SALES TAX	.00	8,316.05	13,200.00	4,883.95	83.0
51-40-440 POSTAGE	.00	2,250.79	1,000.00	( 1,250.79)	225.1
51-40-480 MAINTENANCE & SUPPLIES	7,459.94	25,253.47	14,000.00	( 11,253.47)	180.4
51-40-470 VEHICLE EXPENSE	1,632.70	3,258.92	2,500.00	( 758.92)	130.3
51-40-475 FUEL EXPENSE	1,198.59	12,412.79	4,320.00	( 8,092.79)	287.3
51-40-480 COMPUTER EXPENSE	8.81	77.49	810.00	532.51	12.7
51-40-510 WATER TESTS	782.00	8,988.05	7,500.00	( 1,498.05)	120.0
51-40-810 EQUIPMENT MAINTENANCE	89.84	5,355.27	20,000.00	14,644.73	28.8
51-40-850 AUDIT	3,082.50	3,082.50	8,021.00	2,958.50	50.9
51-40-880 TRAVEL	.00	.00	700.00	700.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	300.00	300.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>36,857.34</b>	<b>244,328.51</b>	<b>217,844.00</b>	<b>( 26,482.51)</b>	<b>112.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>36,857.34</b>	<b>244,328.51</b>	<b>217,844.00</b>	<b>( 26,482.51)</b>	<b>112.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 23,930.16)</b>	<b>( 116,114.18)</b>	<b>.00</b>	<b>116,114.18</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**SEWER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
52-30-200 SEWER SERVICES	9,488.11	87,994.84	113,858.00	25,863.16	77.4
52-30-300 CONNECTION FEES	.00	.00	500.00	500.00	.0
52-30-950 WF SAVINGS TRANSFERS IN	.00	.00	46,281.00	46,281.00	.0
<b>TOTAL REVENUE</b>	<u>9,488.11</u>	<u>87,994.84</u>	<u>159,439.00</u>	<u>71,444.16</u>	<u>55.2</u>
<b>TOTAL FUND REVENUE</b>	<u>9,488.11</u>	<u>87,994.84</u>	<u>159,439.00</u>	<u>71,444.16</u>	<u>55.2</u>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENDITURES</b>					
52-40-100 PERSONNEL SERVICES	8,552.89	80,673.19	70,635.00	9,961.81	85.9
52-40-105 OVERTIME	465.80	1,415.91	1,000.00	( 415.91)	141.6
52-40-130 EMPLOYEE BENEFITS	3,102.89	20,896.19	41,663.00	20,766.81	50.2
52-40-340 UTILITIES	728.03	5,457.28	.00	( 5,457.28)	.0
52-40-380 CONTRACT LABOR	501.84	16,178.55	3,600.00	( 12,678.55)	449.4
52-40-460 MAINTENANCE AND SUPPLIES	1,587.04	9,896.06	10,000.00	103.94	98.0
52-40-470 VEHICLE EXPENSE	.00	1,980.21	2,500.00	539.79	78.4
52-40-475 FUEL	1,196.58	6,368.74	4,320.00	( 2,048.74)	147.4
52-40-480 COMPUTER EXPENSE	57.80	57.60	500.00	442.40	11.5
52-40-516 ADEQ FEES	.00	.00	3,000.00	3,000.00	.0
52-40-610 EQUIPMENT MAINTENANCE	.00	4,557.23	5,000.00	442.77	91.1
52-40-630 SEWER CHEMICALS	.00	532.50	.00	( 532.50)	.0
52-40-650 PROFESSIONAL SERVICES	8,632.49	17,169.65	7,021.00	( 10,148.65)	244.6
52-40-702 SEWAGE POND COMPLIANCE	97.50	3,150.00	10,000.00	6,850.00	31.5
52-40-900 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>24,922.06</b>	<b>148,313.11</b>	<b>159,439.00</b>	<b>11,125.89</b>	<b>93.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>24,922.06</b>	<b>148,313.11</b>	<b>159,439.00</b>	<b>11,125.89</b>	<b>93.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 15,453.95)</b>	<b>( 60,318.27)</b>	<b>.00</b>	<b>60,318.27</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**GARBAGE FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
54-30-200 SALES RECEIPTS	11,100.14	102,820.81	128,748.00	23,927.39	81.1
54-30-950 WF SAVINGS TRANSFERS IN	.00	.00	44,515.00	44,515.00	.0
<b>TOTAL REVENUE</b>	<b>11,100.14</b>	<b>102,820.81</b>	<b>171,263.00</b>	<b>68,442.39</b>	<b>60.0</b>
<b>TOTAL FUND REVENUE</b>	<b>11,100.14</b>	<b>102,820.81</b>	<b>171,263.00</b>	<b>68,442.39</b>	<b>60.0</b>

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>GARBAGE EXPENDITURES</b>					
54-40-100 PERSONNEL SERVICES	.00	21,355.99	40,158.00	18,800.01	53.2
54-40-105 OVERTIME	.00	.00	250.00	250.00	.0
54-40-130 EMPLOYEE BENEFITS	.00	8,738.67	12,436.00	3,697.33	70.3
54-40-280 INSURANCE	.00	7,981.92	10,000.00	2,038.08	79.8
54-40-360 CONTRACT LABOR	20,461.47	35,400.98	.00	( 35,400.98)	.0
54-40-450 EQUIPMENT/SUPPLIES	.00	4,860.27	15,000.00	10,139.73	32.4
54-40-460 SUPPLIES	.00	95.78	1,000.00	904.22	9.6
54-40-470 VEHICLE EXPENSE	.00	12,152.50	2,500.00	( 9,652.50)	486.1
54-40-475 FUEL	.00	3,539.73	1,800.00	( 1,639.73)	186.3
54-40-510 EQUIPMENT MAINTENANCE	.00	1,576.70	.00	( 1,576.70)	.0
54-40-550 AUDIT	.00	.00	6,021.00	6,021.00	.0
54-40-821 LANDFILL PAYMENT	20.72	32,128.80	42,000.00	9,873.20	76.5
54-40-840 GARBAGE CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>20,482.19</b>	<b>127,809.32</b>	<b>171,283.00</b>	<b>43,453.68</b>	<b>74.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>20,482.19</b>	<b>127,809.32</b>	<b>171,283.00</b>	<b>43,453.68</b>	<b>74.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 9,382.05)</b>	<b>( 24,988.71)</b>	<b>.00</b>	<b>24,988.71</b>	<b>.0</b>

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**LANDFILL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
55-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
55-30-200 SALES - LANDFILL	119,282.81	909,224.34	1,274,912.00	365,687.66	71.3
55-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205 MISC.REVENUE	.00	1,225.00	600.00	( 625.00)	204.2
55-30-206 ROLL-OFF TRUCK FUND	.00	.00	60,000.00	60,000.00	.0
55-30-210 TIPPING FEES	11,595.34	99,579.13	130,000.00	30,420.87	76.6
<b>TOTAL REVENUE</b>	<b>130,877.95</b>	<b>1,010,028.47</b>	<b>1,466,762.00</b>	<b>446,733.53</b>	<b>69.3</b>
<b><u>SOURCE 36</u></b>					
55-36-400 SALE OF FIXED ASSETS	.00	.00	120,000.00	120,000.00	.0
55-36-405 RECYCLE	.00	3,001.40	2,000.00	( 1,001.40)	150.1
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>3,001.40</b>	<b>122,000.00</b>	<b>118,998.60</b>	<b>2.5</b>
<b>TOTAL FUND REVENUE</b>	<b>130,877.95</b>	<b>1,013,029.87</b>	<b>1,578,762.00</b>	<b>565,732.13</b>	<b>64.2</b>

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**LANDFILL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	10,166.18	140,907.76	369,838.00	228,930.24	38.1
55-40-102 NEW HIRE	.00	70.00	.00	( 70.00)	.0
55-40-105 OVERTIME	1,177.50	5,624.85	8,000.00	2,375.15	70.3
55-40-110 UNIFORM EXPENSE	328.80	4,265.87	7,000.00	2,734.13	60.9
55-40-130 EMPLOYEE BENEFITS	4,933.17	65,245.23	147,105.00	81,859.77	44.4
55-40-250 ADVERTISING	.00	470.74	250.00	( 220.74)	188.3
55-40-265 BANK COSTS/FEES	3,051.79	28,052.66	15,000.00	( 11,052.66)	173.7
55-40-280 INSURANCE	1,649.54	9,811.46	38,000.00	28,388.54	28.7
55-40-290 OFFICE SUPPLIES	.00	621.73	250.00	( 371.73)	248.7
55-40-337 PROPERTY LEASE	47,600.00	428,400.00	571,193.00	142,793.00	75.0
55-40-340 UTILITIES	1,194.57	10,050.36	13,000.00	2,949.64	77.3
55-40-350 SAFETY EQUIPMENT	.00	.00	250.00	250.00	.0
55-40-360 CONTRACT LABOR	436.18	20,058.34	28,000.00	7,941.66	71.6
55-40-365 CONTRACT SERVICES ENTEC	.00	478.37	25,000.00	24,523.63	1.9
55-40-460 MAINTENANCE & SUPPLIES	7,998.23	51,834.23	35,000.00	( 16,834.23)	148.1
55-40-470 VEHICLE EXPENSE	.00	216.00	500.00	284.00	43.2
55-40-475 FUEL EXPENSE	4,267.06	58,242.64	77,855.00	19,612.36	74.8
55-40-480 COMPUTER EXPENSE	68.08	2,006.72	2,000.00	( 6.72)	100.3
55-40-500 BUILDING MAINTENANCE	780.98	28,044.73	250.00	( 25,794.73)	10417.
55-40-510 LAB FEES	.00	2,316.00	5,000.00	2,684.00	46.3
55-40-516 ENGINEERING SERVICES	.00	3,216.00	5,000.00	1,784.00	64.3
55-40-518 ADEQ FEES	1,878.44	8,488.40	15,000.00	6,511.60	58.6
55-40-810 EQUIPMENT MAINTENANCE	15,724.24	110,384.59	60,000.00	( 50,384.59)	183.9
55-40-860 PROFESSIONAL SERVICES	8,420.45	8,838.02	6,021.00	( 2,817.02)	146.8
55-40-880 TRAVEL - TRAVEL/TRAINING	.00	102.13	250.00	147.87	40.9
55-40-705 CAPITAL LEASE	6,784.69	70,118.38	95,000.00	24,881.62	73.8
55-40-840 LANDFILL CAPITAL OUTLAY	( 29,452.49)	( 29,452.49)	3,000.00	32,452.49	(981.8)
55-40-841 ROLL-OFF TRUCK G.F. REIMBURSE	.00	.00	50,000.00	50,000.00	.0
55-40-865 METHANE MONITORING	.00	1,816.49	3,000.00	1,383.51	53.9
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>85,061.39</b>	<b>1,025,907.21</b>	<b>1,578,762.00</b>	<b>552,854.79</b>	<b>65.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>85,061.39</b>	<b>1,025,907.21</b>	<b>1,578,762.00</b>	<b>552,854.79</b>	<b>65.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>45,816.56</b>	<b>( 12,777.34)</b>	<b>.00</b>	<b>12,777.34</b>	<b>.0</b>

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019

CAMP NACO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>REVENUE</b>					
<b>73-30-850 GRANT REVENUES</b>	<u>.00</u>	<u>.00</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>.0</u>
<b>TOTAL REVENUE</b>	<u>.00</u>	<u>.00</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>.0</u>
<b>TOTAL FUND REVENUE</b>	<u>.00</u>	<u>.00</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>.0</u>

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2019**

**CAMP NACO**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
<b>73-40-860 AUTHORIZED EXPENDITURES</b>	<u>.00</u>	<u>822.34</u>	<u>10,000.00</u>	<u>9,177.66</u>	<u>8.2</u>
<b>TOTAL EXPENDITURES</b>	<u>.00</u>	<u>822.34</u>	<u>10,000.00</u>	<u>9,177.66</u>	<u>8.2</u>
<b>TOTAL FUND EXPENDITURES</b>	<u>.00</u>	<u>822.34</u>	<u>10,000.00</u>	<u>9,177.66</u>	<u>8.2</u>
<b>NET REVENUE OVER EXPENDITURES</b>	<u>.00</u>	<u>( 822.34)</u>	<u>.00</u>	<u>822.34</u>	<u>.0</u>



## **PURPOSE**

In order to deter violations of law and serious violations of adopted City policies, the City Council may take formal action against its members for such misconduct in the form of censure.

## **CENSURE DEFINED**

Censure is a formal action of City Council reprimanding one of its own members for specified conduct, generally a violation of law or of City policy where the violation of policy is considered to be a serious offense. Censure should not follow an occasional error in judgment, which occurs in good faith and is unintentional. Censure carries no fine or suspension of the rights of the member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing.



## **Items for the agenda:**

**Council members were advised in an email to speak to the director and supervisors to obtain opinions on the performance of another employee. This is an acceptable method of evaluating an employee. This would be fine accept for the code of ethics for elected officials.**

**Council contact to specific staff (page 8)**

**"Limit contact to specific town staff.....Questions of town staff and/or requesting for addition background information should be directed to the manager, town attorney, town clerk or department head ....The town manager should be copied on all requests.**

**I question whether these direction were implied or followed and possible cause the "code" to be violated.**



## **Town of Huachuca City Code of Ethics** **For Elected Officials**

This Code of Ethics is designed to describe the manner in which Councilmembers should treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Huachuca City. It is meant to describe more clearly the behavior, manners and courtesies that are suitable for various occasions in order to make public meetings and the process of governance run more smoothly.

The content of this Code of Ethics includes:

	Pages
• Overview of Roles and Responsibilities	1-3
• Policies and Protocol Related to Conduct	3-4
• Council Conduct with One Another	4-6
• Council Conduct with Town Staff	6-7
• Council Conduct with the Public	8-9
• Council Conduct with Other Public Agencies	9-10
• Council Conduct with Boards and Commissions	10-11
• Council Conduct with the Media	11
• Sanctions	12
• Principles of Proper Conduct	13
• Checklist for Monitoring Conduct	13-14
• Glossary of Terms	14

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience stress in making decisions that could impact hundreds of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

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### **Overview of Roles and Responsibilities**

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Town of Huachuca City Code and in the Elected Officials Guide published by the League of Arizona Cities and Towns.

#### **Mayor**

- Elected as Mayor (Town Code, Section 2.10.010)
- Serves as Chief Executive Officer of the Town
- Chairs Council meetings (Town Code, Section 2.10.040)
- Calls for special meetings (Town Code, Section 2.20.020)

- Sets agendas in consultation with the Town Manager and Town Attorney
- Recommends subcommittees as appropriate for Council approval
- Leads the Council into an effective, cohesive working team
- Signs documents on behalf of the Town of Huachuca City
- Calls upon emergency agencies for assistance
- Is advised of Town employee dismissals or suspensions
- Declares Town emergency by proclamation
- Acts as the Town representative at ceremonial functions

#### **Mayor Pro-Tem**

- Serves at the pleasure of the Council
- Performs the duties of the Mayor if the Mayor is absent (Town Code, Section (2.10.020))
- Chairs Council meetings in the absence of the Mayor
- Represents the Town at ceremonial functions at the request of the Mayor

#### **All Councilmembers**

All members of the Town Council shall subscribe an oath stating they will bear true faith and allegiance to the Constitution of the State of Arizona and the Constitution of the United States, and defend them against all enemies, foreign and domestic, and will faithfully and impartially discharge their duties to the best of their abilities. All members of the Town Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

All Councilmembers should:

- Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others
- Prepare in advance of Council meetings and be familiar with issues on the agenda
- Represent the Town at ceremonial functions at the request of the Mayor
- Place activities and events on the Council's monthly activities calendar that invite official participation of all Councilmembers. A list of the activities of individual Councilmembers may also be submitted for public record at the option of the Councilmember.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community

- Inspire public confidence in Huachuca City government
- Provide contact information to the Town Clerk in case an emergency or urgent situation arises while the Councilmember is out of town
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness and review Council procedures such as this Code of Conduct
- Be strongly encouraged to participate in professional development, networking opportunities, and sharing what they've learned

#### **Meeting Chair**

The Mayor will chair official meetings of the Town Council, unless the Mayor Pro Tem or another Councilmember is designated as Chair of a specific meeting. The Meeting Chair:

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda items under consideration
- Makes parliamentary rulings with advice, if requested, from the Town Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Councilmember makes a motion as an individual and the majority of the Council votes to overrule the Chair.

#### **Former Councilmembers and Former Town Staff**

Past members of the Town Council and former staff who speak to the current Town Council about a pending issue should be encouraged to disclose whom they are speaking on behalf of (individual or organization).

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### **Policies & Protocol Related to Conduct**

#### **Ceremonial Events**

Requests for a Town representative at ceremonial events will be handled by Town staff. The Mayor will serve as the designated Town representative. If the Mayor is unavailable, then Town staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Councilmember should be asked to serve as a substitute. Invitations received at Town Hall are presumed to be for official Town Representation. Invitations addressed to Councilmembers at their homes are presumed to be for unofficial, personal consideration.

#### **Correspondence Signatures**

Councilmembers do not need to acknowledge the receipt of correspondence, or copies of

correspondence, during Council meetings. The Town Clerk will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Councilmember or the Town Clerk. Official correspondence to the public or other governmental agencies shall be coordinated through the Town Manager.

If correspondence is addressed only to one Councilmember, the Councilmember should coordinate with the Town Manager on the best way to respond to the sender.

#### **Endorsement of candidates**

Councilmembers have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official Town meetings.

#### **Public Announcements in Council Meetings**

Councilmembers who want to speak during the Call to the Public or Councilmembers Report portion of the Council meeting should notify the Chair in advance. Councilmembers, like members of the public, who use this portion of the agenda to recognize achievements or promote an event will be limited to three minutes each, and should keep the focus on matters of community-wide interest. Matters that may require Council action or direction should not be discussed and those items on the agenda should not be used for any form of campaigning.

#### **Travel Expenses**

The policies and procedures related to the reimbursement of travel expenses for official Town business by Councilmembers are regulated according to the Town of Huachuca City Employee Manual Travel Policy, Section 2.130.795. Town employee travel policies apply to Councilmembers in relation to use of Town vehicles, however the Town employee travel policy regarding per diem payment does not apply to Councilmembers; as Councilmembers monthly stipend covers that type of expense. Expenditures for individual Councilmembers and the Council as a whole shall be determined in the budget process.

#### **Conflict of Interest**

Councilmembers as citizens are often involved in multiple facets of the community. Any Councilmember who has a conflict of interest with a Council issue being discussed or voted upon should recuse themselves from the discussion and from the room, until the discussion is finished. Furthermore, a Councilmember may not speak on call to the public regarding the issue that presents a conflict of interest. A conflict of interest can arise from multiple issues, for



example:

- Ex 1- The town is proposing a grant to repave Elm Street. Councilmember Doe lives on Elm Street. Councilmember Doe should exclude him or herself from any discussion or vote regarding the grant for Elm Street.
- Ex 2- Councilmember Doe is a board member of the Humane Society. The Town is setting a policy for funding the Humane Society. Councilmember Doe should recuse from any discussion or vote regarding the Humane Society.

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### **Council Conduct with One Another**

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. This common goal should be acknowledged, even as Council may “agree to disagree” on contentious issues and each councilmember, to the extent possible, will honor decisions of the Council.

### **In Public Meetings**

- **Formal Titles**

The Council should refer to one another formally during public meetings as Mayor, Mayor Pro Tem or Councilmember followed by the individual’s last name.

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the

Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Councilmembers**

If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Councilmembers have a public stage to show how people with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

#### **In Private Encounters**

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the lack of security of written notes, social media, voicemail messages, and email**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speakerphone in a full office? What would happen if this e-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially public communication.

- **Even private conversations can have a public presence**

Elected officials are always on display - their actions, mannerisms, and language are monitored by people around them. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. Remember the open meeting law prohibits conversations of four or more Councilmembers or the "linking" together through a common source of four or more individual conversations. Open records law also prohibits proposing a policy or action from one Councilmember to a quorum of Council, even if by blind copy email. Proposed actions or policies should be handled

by the Town Manager's office or Town Clerk contacting Council regarding the proposed policy or action.

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### **Council Conduct with Town Staff**

Governance of a Town relies on the cooperative efforts of elected officials, who set policy, and Town staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect and acknowledgment for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that demonstrates respect for the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable. When possible, it is preferable to ask questions prior to public meetings to allow staff adequate time to research the question and provide meaningful answers.

- **Limit contact to specific Town staff**

Remember Town staff are accountable to their supervisors. Taskings or work assignments from outside the normal chain of supervision could cause staff confusion, inadequate work product and inefficient performance. Questions of Town staff and/or requests for additional background information should be directed only to the Town Manager, Town Attorney, Town Clerk, or Department Heads. The Office of the Town Manager should be copied on any request.

Requests for follow-up directions to staff should be made only through the Town Manager, or the Town Attorney when appropriate. When in doubt about what staff contact is appropriate, Councilmembers should ask the Town Manager for direction. Materials supplied to an individual Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt Town staff from their jobs**

Councilmembers should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions, in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's manager. Misdirected comments could violate the Town's personnel rules and limit the Town's ability to deal fairly and efficiently with personnel matters. Comments about staff performance should only be made to the Town Manager privately. Staff should not hesitate to avail themselves of Council expertise where appropriate.

- **Do not get involved in administrative functions**  
Councilmembers must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of Town licenses and permits.
- **Check with Town staff on correspondence before taking action**  
Before sending correspondence, Councilmembers should check with the Town Manager to see if an official Town response has already been sent or is in progress.
- **Do not attend meetings with Town staff unless requested by staff**  
Even if the Councilmember does not say anything the Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively. Council may request, through the Town Manager, to attend specific meetings. They should honor the Manager's decision once given.
- **Council request for staff support**  
Routine secretarial support will be provided to all Councilmembers. All mail for Councilmembers is opened by the Town Clerk, unless other arrangements are requested by a Councilmember.  
  
Requests for additional staff support - even in high priority or emergency situations - should be made to the Town Manager who is responsible for allocating Town resources in order to maintain a professional, well-run Town government.
- **Do not solicit political support from staff**  
Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff; to do so could violate the law. Town staff may, as private citizens with constitutional rights, support political candidates for other government entities but all such activities must be done away from the workplace. Employees should be aware of how political support of councilmembers may appear to other councilmembers, even away from the workplace.

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### **Council Conduct with the Public**

#### **In Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Councilmembers toward a person participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with respect**
- **Be fair and equitable in allocating public hearing time to individual speakers**

The Mayor will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he/she exhibits inappropriate behavior. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**  
It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, looking at or checking at our phone, gazing around the room gives the appearance of disinterest. Be aware of facial expressions--especially those that could be misinterpreted in a negative way.
- **Ask for clarification, but avoid debate and argument with the public**  
Only the Mayor--not individual Councilmembers--can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing.

If speakers become flustered or defensive because of Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstances**  
Councilmembers should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

### **IN UNOFFICIAL SETTINGS**

- **Make no promises on behalf of the Council**  
Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to Town staff for further

information. It is inappropriate to overtly or implicitly promise Council action, or to promise Town staff will do something specific (fix a pothole; remove a library book, plant new trees, etc.) It is important to remember that you are one vote. It takes a quorum of Council to make any Council decision or action.

- **Make no personal comments about other Councilmembers**

It is acceptable to publicly disagree about an issue; but it is unacceptable to make derogatory comments about other Councilmembers, their opinions, or their actions. This also applies when talking with staff about other Councilmembers.

- **Remember Huachuca City is small town**

Councilmembers in the public eye every day that they serve in office. They are constantly being observed by the community. Their behaviors and comments serve as models for proper behavior in the Town of Huachuca City. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

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### **Council Conduct with Other Public Agencies**

- **Be open about representing the Town or personal Interests**

If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the Town; 2) whether this is the majority or minority opinion of the Council.

If the Councilmember is representing another organization whose position is different from the Town, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the Town's interest. Councilmembers should be open about which organizations they represent and inform the Mayor and Council of their involvement.

- **Correspondence should be equally clear about representation**

Town letterhead may be used when the Councilmember is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record.

Town letterhead should not be used for correspondence of Councilmembers representing a personal point of view, and is best not used to express a dissenting point of view from an official Council position. However, should Councilmembers use Town letterhead to express a dissenting point of view, the official Town position must be stated clearly so the reader understands the difference between the official Town position and the viewpoint of the Councilmember. It is inappropriate for a Councilmember to contact a Board or

Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Councilmembers to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Councilmembers**

The Town Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward." Boards and committees should always remember they are advisory to Council, and often require Council action or approval for their recommendations.

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. While Councilmembers may have a closer working relationship with some specific individuals serving on Boards and Commissions, they must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away *from* public forums**

Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Town Councilmember.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Commission member should be communicated to the Mayor, and the Mayor and Mayor Pro Tem, with prior consultation with the Town Manager, should counsel the offending member. If inappropriate behavior continues, the Mayor and Mayor Pro Tem should bring the situation to the attention of the Council. Conflicts should be resolved at the lowest possible level.

- **Councilmembers are frequently contacted by the media for background and quotes.**  
The best advice for dealing with the media is to “never go off the record.”  
Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- **The Mayor is the official spokesperson on the town position.**  
The Mayor is the designated representative of the Council to present and speak on the official Town position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official Town position or a personal viewpoint.
- **Choose words carefully and cautiously**  
Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

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### **Sanctions**

- **Public Disruption**  
Members of the public who do not follow proper conduct in a public meeting may be barred from further testimony at that meeting or removed from the Council Chambers. Severe disruptions shall be dealt with immediately.
- **Inappropriate Staff Behavior**  
Councilmembers should refer any Town staff who does not follow proper conduct in their dealings with Councilmembers, other Town staff, or the public to the Town Manager. These employees may be disciplined in accordance with standard Town procedures for such actions.
- **Councilmembers Behavior and Conduct**  
Town Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the Town of Huachuca City and with Inter-government agencies) or have official travel restricted. Serious infractions of the Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out infractions of the Code of Conduct to the offending Councilmember. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged,



Respect for one another as individuals ... respect for the validity of different opinions ...  
Respect for the democratic process ... respect for the community that we serve.

---

#### Checklist for Monitoring Conduct

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense?  
Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

Approved by Huachuca City Town Council, September \_\_, 2018.

then the matter should be referred to the Mayor Pro Tem.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior warrants sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If an alleged violation of the Code of Conduct occurs without being witnessed by Mayor or Council, it should be referred to the Mayor. The Mayor should then contact the Town Attorney regarding the proper investigative procedure to follow. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation, the investigation, and its findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

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### **Principles of Proper Conduct**

Proper conduct is...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping Integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct is NOT...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

**It all comes down to respect.**



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-11

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.35 "OFFICERS," SECTION 2.35.015 "TOWN MANAGER," TO ALLOW THE TOWN MANAGER TO SELECT HIS OR HER DESIGNEE IN THE TOWN MANAGER'S ABSENCE AND TO ALLOW THE TOWN COUNCIL TO SELECT A DESIGNEE DUE TO THE TOWN MANAGER'S INCAPACITY OR SEPARATION; AND TO REQUIRE COUNCILMEMBERS TO GO THROUGH THE TOWN MANAGER TO CONSULT WITH TOWN EMPLOYEES REGARDING TOWN BUSINESS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. section 9-303 and Ordinance No. 2016-014, the Town Council has established the office of town manager; and

**WHEREAS**, the Town Council wishes to amend the Code to allow the town manager to select his or her designee in the town manager's absence and to allow the Town Council to select a designee due to the town manager's incapacity or separation, and to require councilmembers to go through the town manager to consult with town employees regarding town business; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on April 25, 2019, and at a subsequent meeting on May 9, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.35 "OFFICERS," Section 2.35.015 "Town Manager," Subsection (F) "Absence or Disability," is amended as follows, with deletions in ~~strike through~~ and additions in underlined text, as follows:

F. Absence or Disability. ~~In the event of the absence or disability of the town manager, his or her powers and duties shall devolve upon the town clerk, unless otherwise directed by the council.~~ To perform the

duties of town manager during the temporary absence or disability of the permanent town manager, the town manager may designate by letter, filed with the clerk, a qualified administrative officer of the Town to be chosen from current employees thereof. In the event of the incapacity or separation of the town manager, the council may, by formal action, appoint someone to perform the duties of the manager until the manager has returned to capacity or until a new town manager is appointed.

**SECTION 2.** The Code, Title 2 “ADMINISTRATION AND PERSONNEL,” Chapter 2.35 “OFFICERS,” Section 2.35.015 “Town Manager,” Subsection (H) “Council-Manager Relations,” is amended as follows, with deletions in ~~strike~~ and additions in underlined text, as follows:

H. Council-Manager Relations. ~~The council and its members shall deal with the administrative services of the town only through the manager, and neither the council, nor any member thereof, shall give orders or instructions to any employee other than the manager.~~ The manager shall take his or her orders and instructions from the council only when promulgated at a duly convened meeting of the council, and no individual councilmember shall give any orders or instructions to the manager, except for purpose of inquiry. The council and its members shall deal with the administrative services of the town solely through the town manager, and neither the council nor any member thereof shall give orders to any subordinates of the town manager, either publicly or privately, without the permission of the town manager. Any town business-related discussions between a councilmember and employees shall be approved by the town manager in advance, in writing.

**SECTION 3.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 4.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, section 2.25.080, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 9TH DAY OF MAY, 2019.

*[Signatures follow]*

Johann Wallace, Mayor

**ATTEST:**

Matthew Williams, Interim Town Clerk

**Approved as to Form:**

Thomas Benavidez, Town Attorney





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-12

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE, TITLE 9, "PUBLIC PEACE MORALS AND WELFARE," CHAPTER 9.30 "JUNKED MOTOR VEHICLES," SECTION 9.30.010 AND SECTION 9.30.020, TO REVISE THE DEFINITION OF "INOPERABLE VEHICLE" AND PROHIBIT CERTAIN STORAGE OF INOPERABLE VEHICLES ON PRIVATE PROPERTY; AND ADDING SECTION 9.30.060 PROVIDING CIVIL AND CRIMINAL PENALTIES FOR VIOLATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, junked and inoperable vehicles are a nuisance in the Town and they adversely affect the Town's appearance, as well as the health, safety and welfare of the Town's residents; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to revise the Town Code to amend the definition of "inoperable vehicle" and to clarify that certain storage of inoperable vehicles on private property is prohibited, and to provide for civil and criminal penalties for violations;" and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on April 25, 2019, and at a subsequent meeting on May 9, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** The Code, Title 9 "PUBLIC PEACE MORALS AND WELFARE," Chapter 9.30 "JUNKED MOTOR VEHICLES," Section 9.30.010 "Definitions" is amended, as follows, with additions in underlined text:

### **9.30.010 Definitions.**

In this chapter, unless the context otherwise requires:

"Inoperable vehicle" means any vehicle that is not in working condition as designed, or is incapable of being operated lawfully. For example, without limiting the meaning of the

term, a motor vehicle designed to be operated upon the public streets shall be deemed inoperative if a tag with a current registration (also known as a license plate) of a kind required under Arizona law as a condition of operation upon the public streets is not affixed thereto, or if the vehicle is not insured as required by law, or if one or more parts which are legally required for the operation of the vehicle are missing or not attached to the vehicle as designed; provided, however, that the following shall not be considered inoperable:

*[The remainder of this section is unchanged.]*

**SECTION 2.** The Code, Title 9 “PUBLIC PEACE MORALS AND WELFARE,” Chapter 9.30 “JUNKED MOTOR VEHICLES,” Section 9.30.020 “Prohibited storage” is amended, as follows, with additions in underlined text:

**9.30.020 Prohibited storage.**

It is unlawful for any person owning or having custody of any junked or inoperable motor vehicle or motor vehicle accessories to store or permit any such vehicle or accessories to remain on any private property within the town for a period of more than 30 days after the receipt of a notice requiring such removal, and it shall be further unlawful for any person owning any private property in the town to store or to permit to remain any such vehicles or accessories on his property for more than a like period. Such storage is declared to be a public nuisance and may be abated or removed and penalties imposed as provided in this chapter. This shall also include any and all vehicles not currently registered by the state of Arizona and parked or stored on any streets, alleys or city easements.

It is unlawful for any person, after notification to remove any junked motor vehicle or motor vehicle accessories from any private property has been given, to move the same to any other private property upon which such storage is not permitted or onto any public highway or other public property for purposes of storage.

**SECTION 3.** The Code, Title 9 “PUBLIC PEACE MORALS AND WELFARE,” Chapter 9.30 “JUNKED MOTOR VEHICLES,” is amended by adding Section 9.30.060 “Citations and penalties,” as follows:

**9.30.060 Citations and penalties.**



In addition to the various removal and abatement provisions contained in this chapter, as well as any other remedies allowed at law, citations for civil and criminal violations of this chapter may be filed in the Huachuca City Magistrate Court by the Police Department or the Town Attorney. The First offense: \$150.00 fine per vehicle; second offense: \$300.00 fine per vehicle; third and subsequent offenses: criminal class 1 misdemeanor per vehicle, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

**SECTION 4.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 5.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 6.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**SECTION 7.** This Ordinance takes effect 31 days after its adoption by the Town Council.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 9th DAY OF MAY, 2019.

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

\_\_\_\_\_  
Matthew Williams, Interim Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney



Dr. Jim Johnson  
500 North Gonzales Boulevard  
Huachuca, AZ 85616  
jjohnson@huachucacityaz.gov  
(520) 249-5504



Subject: Phase I Proposal for:  
830 Arizona Street  
Huachuca City, AZ 85616  
APN(s): 106-48-143, 106-47-020D

***SUMMARY***

**PROPOSAL # 2019-04-263**

**TOTAL FEE: \$2,200.00**

**TURNAROUND TIME: 15 business days\***

**Please review the contract and pay online securely at the following link or fill in the attached contract:** <http://enviroassess.wufoo.com/forms/phase-i-esa-order-form/>

**Phase I ESA**

Produced according to the ASTM International E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process; and compliant with the All Appropriate Inquiries (AAI) rule.

The study will include:

- National databases
- State databases
- Local databases
- Historical databases
- Topographic maps
- Aerial photographs
- Fire Insurance Maps (as available)
- City records
- An interview (questionnaire)
- Site inspection
- Report of Findings (digital copy)
- City directories
- County records

**Additional Fees:** Hard Copies of Report with Appendix on CD - \$50 each, Postage at cost x 20%  
SBA Reliance Letter - \$50  
Additional Listed Reliance Letter - \$50

Thank you for this opportunity to be of service. If you have any questions, please contact our office.

Sincerely,  
**ENVIRO ASSESSMENT, PC**

James D. Robinson  
Environmental Professional  
xx

*\*Turnaround time frame is based on normal weather conditions, normal daytime site access, and returning our questionnaire and property boundaries in a timely manner.*

**AGREEMENT FOR THE ENGAGEMENT OF PROFESSIONAL SERVICES**

The undersigned hereby engages the services of Enviro Assessment, PC as of the date listed above, under the following terms and conditions:

**PAYMENT TERMS AND FEES**

**Pre-Payment (retainer) is required prior to the start of the Project.**

The undersigned shall tender payment of the remaining balance due prior to receipt of the final report produced by Enviro Assessment, PC.

Additional and/or supplemental invoices will be submitted progressively, unless otherwise provided by contract or special arrangements.

Addendum and/or supplemental work, inspections, or letters not covered by the original work that is requested by the undersigned shall be paid by the undersigned at the normal hourly rates as charged by Enviro Assessment, PC. These include, any re-inspections of the subject property or surrounding properties, addendum letters, change or addition of reliance letters, or Phase II or Phase III work.

Invoices for additional work are payable upon receipt, unless otherwise agreed. Interest of 1 ½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, applicant shall pay all reasonable collection fees, attorney's fees and court costs incurred by Enviro Assessment, PC or any of its subsidiaries and affiliated entities. Collection fees range from 30% to 50% of the overdue balance. Payments overdue 60 days will be turned over to collection.

If the undersigned fails to pay pursuant to the payment terms stated herein, Enviro Assessment, PC has the right to stop work and keep the job idle until past due payments are made.

Payment to Enviro Assessment, PC shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing additional services or expenses. No withholding, deductions or offsets shall be made from Enviro Assessment, PC compensation for any reason unless Enviro Assessment, PC has been found to be liable for such amounts. Payment of Enviro Assessment, PC fees shall be a condition precedent to bringing any action or suit against Enviro Assessment, PC.

The undersigned shall not withhold payment of any portion of the balance due on grounds that the undersigned believes that the report and/or opinions of Enviro Assessment, PC are unfavorable.

## Normal Hourly Fees and Costs for Enviro Assessment, PC:

**Fees:** Principal Environmental Professional: \$ 100.00/hr.  
Project Manager: \$ 80.00/hr.  
Project Coordinator: \$ 60.00/hr.  
CAD Technician: \$ 60.00/hr.  
Researcher: \$50.00/hr.  
Secretarial: \$40.00/hr.

**Costs:** Hard Copy of Final Report w/ appendix on cd: \$50.00  
Postage: at cost  
Wide Format Prints: at cost, plus 20%  
Equipment and other outside services: at cost, plus 20%  
Laboratory testing (Soils and Environmental): at cost, plus 20%

## GENERAL TERMS

The undersigned agrees and understands that the purpose of the report is to provide information with regard to aspects of the subject property that involve environmental assessments.

The undersigned agrees to arrange and provide access to the site as is necessary for Enviro Assessment, PC to perform the requested work. The undersigned agrees to hold harmless and to indemnify Enviro Assessment, PC from any claims, demands, damage, or liability arising out of or in connection with damages caused by any active or passive negligence to easements, underground utilities, pipelines, subsurface structures, or subsurface contamination.

Enviro Assessment, PC shall not be held responsible for loss or damage arising from delays caused by fires, earthquakes, rains, strikes, labor troubles, accidents, or any other delays resulting from causes beyond the control of Enviro Assessment, PC.

The following conditions are outside the scope of this agreement: latent and concealed defects and deficiencies; cosmetic items; legal and public records that are determined to be not practically reviewable, publicly available, or reasonably ascertainable per the ASTM Standard 1527 (latest edition); code compliance; public or private ground water wells conditions, construction, or use; geotechnical properties of the subject site; and architectural/structural aspects of design. The undersigned understands that the report is not intended to address the possible presence of or danger from potentially harmful substances and environmental hazards including but not limited to: radon gas, lead paint, asbestos, toxic chemicals in the facility, mold and mildew. The undersigned understands that the report is not intended to address the possible presence or absence of rodents, termites, wood rot, or other wood destroying organisms. The undersigned understands that the professional services performed involve inherent uncertainties, such as limitations on inspections, and research. These uncertainties may adversely affect the Project, findings and recommendations even though the services are performed with skill and care.

The undersign understands that any and all hazardous material identified during performance of the services, is owned by the property owner or responsible party, and Enviro Assessment, PC is not liable for disposal, treatment or transportation of the material or any exposure to persons from the hazardous material. All water and soil produced from conducting the contracted work will remain onsite and the property of the owner, unless stated in writing.

This agreement is fully integrated and represents the entire, complete, final, and exclusive agreement by and between the parties hereto with respect to its subject matter. No party hereto is relying upon any other agreements, promises, or representations, whether the same are allegedly expressed, implied, oral contemporaneous, or prior. This agreement may only be modified by a subsequent writing to be signed by the party to be charged and may not be modified by any purported subsequent oral agreement whether or not the same is or is alleged to be executed. Any and all communications required or permitted under this agreement shall be made only in writing, properly addressed to the party to be notified and supported by confirmation and/or proof of delivery thereof to the party to be notified. This agreement shall not create any rights or benefits to parties other than the undersigned and Enviro Assessment, PC,

except such other rights as may be specifically called for herein. This agreement shall not be binding until signed by both parties. There are no third-party beneficiaries made or intended concerning any provision of this agreement.

It is intended by the parties to this agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal financial exposure to the risks associated with the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that its sole and exclusive remedy arising out of any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Idaho Corporation, and not against any of the Consultant's officers, directors or employees including the professional of record.

#### **WARRANTY AND REMEDY**

Our professional services will be provided to perform the Scope of Services described herein. Our professional services will be performed using that degree of care and skill ordinarily exercised by reputable consultants practicing under similar conditions in this, or similar localities at the time our services are rendered. **NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED HEREBY; ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NO GUARANTEE OR REPRESENTATION IS MADE OR INTENDED BY ANY ENVIRO ASSESSMENT, PC, REPORT (WRITTEN OR ORAL), DOCUMENT, OPINION (WRITTEN OR ORAL), PLAN OR SPECIFICATION, OR OTHERWISE, EXCEPTING THAT ENVIRO ASSESSMENT, PC'S, SERVICES WILL CONFORM TO GENERALLY ACCEPTED PROFESSIONAL STANDARDS AS DESCRIBED ABOVE.**

In the case of a suit, the undersigned shall reimburse Enviro Assessment, PC, for all reasonable attorney's fees, litigation costs, process services, expert witness, and consultant fees and/or costs and/or court/arbitration costs.

The rights and obligations of the parties to this agreement shall be governed and controlled by the laws of the State of Idaho. Prior to the initiation of any legal proceedings, the parties agree to negotiate any dispute in good faith. If a reasonable outcome cannot be obtained and agreed upon by both parties, all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the applicable law.

No action respecting the negotiation and/or preparation of the contract and no action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two (2) years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise.

In the event it is determined by a tribunal with jurisdiction over Enviro Assessment, PC, (or in the event that Enviro Assessment, PC, and the undersigned so agree in the course of resolving a claim or dispute) that professional services performed by Enviro Assessment, PC, for the undersigned did not meet the standard of generally accepted practice defined above, Enviro Assessment, PC, will re-perform, at its expense, reasonable corrective actions (limited to the type of services originally provided and subject to the limit of liability set out elsewhere herein) in order to provide the undersigned with services that meet the above standard of generally accepted practices, provided that the undersigned give Enviro Assessment, PC, notice of such failure to meet such standards in writing within six (6) months of the completion of Enviro Assessment, PC's, services (claims later than six (6) months being time-barred by this agreement).

This Agreement shall be deemed executed in the County of Boundary, Idaho upon its acceptance by Undersigned and ENVIRO ASSESSMENT, PC. Any claim, proceeding, court action, or other legal procedure which arises under the provisions of this Agreement, or out of any professional service contemplated herein, shall be commenced and/or prosecuted within the County of Boundary, Idaho.



## **LIMITATION OF LIABILITY**

The undersigned agrees to limit Enviro Assessment, PC's, liability to the undersigned and any third party for Enviro Assessment, PC's, negligent professional acts, errors or omissions, breach of warranty, or breach of contract, such that Enviro Assessment, PC's, total maximum aggregate liability to the undersigned or any third party shall not exceed the greater of \$25,000 or ten (10) times Enviro Assessment, PC's, fees.

Neither the Client nor Enviro Assessment, PC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The undersigned expressly agrees Enviro Assessment, PC, need not pay for re-performance of any work by any non-Enviro Assessment, PC, company and the undersigned agrees to make no claim against Enviro Assessment, PC, for the cost of such work if the undersigned elects to have such work performed by another firm.

## **OWNERSHIP OF DOCUMENTS**

Original drawings, reports, maps and letters prepared by Enviro Assessment, PC, pursuant to this agreement are the property of the Enviro Assessment, PC, and are located at the main office in Boundary County, Idaho; provided, however, that the undersigned shall have the perpetual right of use for this project at no additional cost beyond the fees paid pursuant to this agreement. Enviro Assessment, PC, agrees that the right of use of the undersigned for all drawings, reports, maps and cross sections prepared for this project shall be exclusive, except by written direction of the undersigned to the contrary or under subpoena and/or court order.

Any reuse or modification of the project documents by Client shall be at Client's sole risk and Client agrees to indemnify, defend and hold Enviro Assessment, PC harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse or modification by Client or by others acting through Client.

## **TERMINATION**

Enviro Assessment, PC, and undersigned may terminate this Agreement for convenience upon written notice delivered via email or mail to the other party. The mailing address for the main office is PO Box 1154, Bonners Ferry, ID 83805. The notice must include the basis for termination. The following Fees are associated with cancelling the assessment:

Within 4 business hours of obtaining approval to start the project – Refund project retainer minus \$300 fee.

Within 8 business hours of obtaining approval to start the project – Refund project retainer minus \$600 fee.

After 8 business hours of obtaining approval to start the project but prior to date of scheduled site inspection – Refund 50% of project fee.

On or after date of scheduled site visit but prior to date of scheduled report release. – Refund of \$100.00

If Enviro Assessment, PC for any reason does not complete all the services contemplated by this agreement, Enviro Assessment, PC cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by Enviro Assessment, PC if used, modified or completed by another party or the Client. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Enviro Assessment, PC harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such reuse, modification or completion made by any party to any contract documents prepared by Enviro Assessment, PC.

## **RIGHT TO COLLECT**

The undersigned agrees to allow ENVIRO ASSESSMENT, PC, to charge any amounts outstanding on the undersigned's account to the Credit Card Number or any other credit card that the undersigned has provided to ENVIRO ASSESSMENT, PC, should the account become past due.

## **RELIANCE**

Recipient understands and acknowledges that: the report speaks only for the condition of the property on the date of the onsite assessment; property conditions may have changed since the date of the onsite assessment; issues may have arisen from events or changes that may have occurred subsequent to the preparation of the report; the date of the onsite

assessment was more than 180 days ago, which does not comply with the site assessment requirements of ASTM e-1527-013 or AAI; consultant makes no representations as to the condition of the property; and no right to rely upon the report is granted hereunder.

ENVIRO ASSESSMENT, PC makes no representation to any parties, other than RECIPIENT, that they may, in any way or for any purpose, obtain or read the Report or that RECIPIENT may provide all or part of the information to any third party. This contract represents the entire between ENVIRO ASSESSMENT, PC and RECIPIENT concerning the Report and supersedes any other prior written or oral representations between the parties.

**SEE NEXT PAGE –PAYMENT OPTIONS**

In witness whereof, the parties hereto have made and executed this agreement on the day and year written below.

Client Signature

Date

Signature

Date

**Client Information: (Please Print)**

Client Name:

Email:

Billing Address:

City:

Phone:

State:

Zip Code:

Fax:



**CREDIT CARD**

**CREDIT CARD PAYMENT AUTHORIZATION FORM**

**Client Information: (Please Print)**

Client Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ Phone: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Fax: \_\_\_\_\_

In witness whereof, the parties hereto have made and executed this agreement on the day and year written below.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Card Holder Information: (Please Print)**

Card Holder Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Card Type: ☐ MasterCard ☐ Visa ☐ Discover Card ☐ AMEX

Card Number: \_\_\_\_\_ Exp. Date (mm/yy): \_\_\_\_\_

CSC Numbers on Back of Card (Front for AMEX): \_\_\_\_\_

**Payment Authorization:**

Type of Service: Phase I ESA

Total Fee to be Charged \$ \_\_\_\_\_

Payment Amount: You can pay in full OR submit a retainer for 1/2 of the payment fee prior to the start of work and the remaining amount to be processed immediately prior to receiving the report.

*Card holder acknowledges the services in the amount of the total shown above and agrees to perform the obligations set forth by the card holder's agreement with the issuer. ENVIRO ASESMENT will appear as the billing party on your credit card statement.*

Card Holder Signature: \_\_\_\_\_ DATE \_\_\_\_\_





**CORPORATE OFFICE:**  
650 N. 6<sup>TH</sup> AVE • TUCSON • ARIZONA • 85705  
PHONE 520-628-7648 FAX 520-628-1458

[WWW.HEG-INC.COM](http://WWW.HEG-INC.COM)  
TOLL FREE • 877-623-4384

TEMPE • AZ • 480-744-5688  
PORTLAND • OR • 971-888-7586  
FREELAND • WA • 877-623-4384

19 April 2019

Dr. Jim Johnson  
Huachuca City Building Official  
500 Gonzales Blvd  
Huachuca City, Arizona 85616

**RE: Phase I for Parcels 106-48-143 and 106-47-020D, Huachuca City, Cochise County, Arizona**

Dear Dr. Johnson:

We appreciate the opportunity to submit a proposal to conduct a Phase I Environmental Site Assessment (ESA) on two adjacent parcels (106-48-143 & 106-47-020D) located within Huachuca City, Cochise County, Arizona. We understand that one parcel includes a single-story building and the adjoining parcel is a vacant lot. The Phase I ESA will be prepared in compliance with the standard ASTM E 1527-13 criteria and will consist of four basic components: interviews, review of historical and regulatory database information, general description of the Site's physical setting (i.e., soils, hydrology, geology, topography), and a non-invasive Site inspection with photographic record. Below summaries specific details included in the Phase I ESA.

#### **Scope of Services**

- Site history review using reasonably ascertainable and readily available Standard Historical Source records (such as historical aerial photography, city directories, and fire insurance maps) to reveal the Site's obvious usage from 1940 or its first developed use, whichever is earlier. Reasonable attempts are made to interview those with historical details about the Site. Past uses of adjoining property are also researched as reasonably available.
- Review of federal and state environmental database listings compiled by an environmental database search company (GeoSearch) for the Site and properties within the search radii recommended by ASTM. In addition, reasonable attempts are made to contact federal, state and/or local agencies who might be expected to possess information regarding the environmental condition of the Site and as may not be readily available through other sources.
- Physical setting information is reviewed for the Site and adjacent area as derived from the applicable USGS topographic quad and geologic maps, USDA soil surveys, state groundwater resources, and other readily available sources as may be applicable.

- A non-invasive site reconnaissance to observe accessible and representative portions of the site for Recognized Environmental Conditions (RECs). Visual evidence of RECs may include stained soils, stressed vegetation, transformers, evidence of above ground or underground storage tanks, trash and debris, drums and other containers, drains, sumps, wells, and the use or storage of hazardous substances or petroleum products. As available, the site contact is interviewed to learn more about the uses and environmental information for the site. Observations of adjoining properties (from the site's boundaries and public right-of-ways) are made to identify apparent RECs.

***Total Cost***

Combined project management, site visit, and reporting: **\$2,799.50**

***Assumptions***

- This proposal was drafted to cover two referenced parcels (106-48-143 & 106-47-020D)
- Harris Environmental will have unobstructed access to the referenced parcels to conduct site reconnaissance
- Normal turnaround for this assessment is three weeks from the notice to proceed
- Should a modification to the contract be warranted, all changes to the scope of services or price will be discussed and negotiated by the client and contractor bilaterally

If the scope and terms outlined above are agreeable, please sign and date below, and return to us at your convenience. Your signature serves as our notice to proceed.

***Bid Acceptance***

---

Signature, Title, Date

We look forward to the opportunity to work with you. Let me know if you have additional questions.

Best Regards,



Daniel Bunting, Ph.D.; Project Manager  
Harris Environmental Group, Inc.



Engineering and Environmental Consultants, Inc.

555 E. River Road, Suite 301 | Tucson, Arizona 85704 | P: 520.321.4625

April 22, 2019

Email: [jjohnson@huachucacityaz.gov](mailto:jjohnson@huachucacityaz.gov)

Original is not being mailed

Dr. Jim Johnson, PhD, CBO, CCI  
Building, Zoning & Floodplain  
500 Gonzales Blvd.  
Huachuca City, AZ 85616

**RE: Proposal to Conduct a Phase I Environmental Site Assessment (ESA) for Cochise County Assessor Parcel Numbers (APNs) 106-48-143 & 106-47-020D Located at 830 Arizona St., Huachuca City, AZ  
EEC Proposal No.: 0419-pending**

Dr. Johnson:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to present this proposal to Huachuca City (City) to complete a Phase I Environmental Site Assessment (ESA) for the above referenced APNs. The Phase I ESA will be performed in accordance with the American Society of Testing and Materials (ASTM) E1527-13, *Standard Practice for Environmental Site Assessments*. Included in this proposal is a project understanding, a scope of work, conditions and assumptions, and estimated fee to complete the Phase I ESA.

#### **PROJECT UNDERSTANDING**

This project consists of conducting a Phase I ESA for Cochise County APNs 106-48-143 & 106-47-020D located at 830 Arizona St., Huachuca City, AZ. EEC understands these two APNs are contiguous and consist of 27,591 square feet developed with a 3,143 square foot commercial building. The purpose of the Phase I ESA is to determine if a recognized environmental condition (REC) exists on the property. A REC is defined by the ASTM standard as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions." The term includes hazardous substances or petroleum products even under conditions in compliance with laws.

#### **SCOPE OF WORK**

##### ***Phase I ESA***

The Phase I ESA will be performed in general accordance with ASTM E1527-13 Standard Practice for ESAs, which incorporates the EPA's November 1, 2005 Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

##### **Task 1.0 Records Review**

- 1.1 Review published lists of federal, state, and local regulatory agency investigations and/or enforcement actions within the following distances of the site as per the ASTM standard, including:

STANDARD ENVIRONMENTAL RECORDS SOURCES			
NPL	1 mile	State/Tribal Hazwaste Sites	1 mile
Delisted NPL	½ mile	State/Tribal CERCLIS	½ mile
Federal CERCLIS	½ mile	State/Tribal Landfill	½ mile
Federal CERCLIS-NFRAP	½ mile	State/Tribal LUST	½ mile
Federal RCRA CORRACTS	1 mile	State/Tribal LUST	Site & adjoining
Federal RCRA Non- CORRACTS	½ mile	State/Tribal Institutional Controls	Site only
Federal RCRA	Site & adjoining	State/Tribal Voluntary Cleanup	½ mile
Federal Institutional Controls	Site only	State/Tribal Brownfields	½ mile
ERNS List	Site only	Environmental Lien	Site only

Review of environmental record sources will also include:

- Review available and accessible local, state, and federal regulatory agency records pertaining to documented enforcement actions and facilities subject to the Superfund Amendments and Reauthorization Act (SARA Title III) or any other environmental regulatory or liability law for the subject site and facilities within one-half mile of the site.
- Review available and accessible local regulatory agency records pertaining to environmental permits, site investigations, documented enforcement actions and information regarding use, storage, and disposal of petroleum products or hazardous chemicals for the subject site, if warranted by site conditions, at the following agencies: the local fire department, the local planning department, the local zoning and land use department, the governing air quality regulatory agency, and/or the local utility company.
- Review readily obtainable Sanborn Fire Insurance Company Maps and city directories to gain knowledge of possible past operations, facilities, or activities of environmental concern for the subject site.
- Review readily obtainable aerial photographs of the site for discernible physical features regarding past operations, facilities, and activities of potential environmental concern for the subject site and adjacent properties.
- Review historical chain-of-title (if provided by client) which lists easements and prior site ownership. The proposed cost does not include this purchase.
- Review available geological and hydrogeological information and the United States Geological Survey Topographic Map for the area in which the site is located.
- Review of previous environmental reports (such as closure reports, previous environmental assessments), if provided.

### **Task 2.0 Site Reconnaissance**

Conduct a site reconnaissance to:

- Note obvious location(s) of suspected past and present chemical or pesticide storage, application, use, and disposal areas.
- Note obvious location(s) of aboveground and underground storage tanks (USTs), pipelines, wells, and transformers. Any pertinent information that can be provided to EEC such as as-built drawings, for USTs, environmental reports or other items of potential concern, is requested to be made available for use by EEC.
- Observe surface concerns, if any, as noted in the review of the aerial photographs.
- Document conditions at the time of the site reconnaissance via digital photographs.
- Conduct a survey of the area within ¼ mile of the site to note recognized environmental conditions at adjoining properties that have a potential to affect the environmental conditions at the site.

### **Task 3.0 Interviews**

Interview selected individuals that may include property owners, key site managers, occupants and past operators if applicable who may have historical environmental information of the subject site. The City will be responsible for supplying the names and phone numbers of key personnel to be interviewed. EEC will not limit interviews to the names provided if there is reasonable expectation that information from other personnel associated with the parcel could provide useful information.

### **Task 4.0 Report of Findings and Schedule**

EEC will provide a final report in electronic format (Adobe Pdf) of the findings within 20 business days from receipt of a notice to proceed or signed agreement. The report will include the scope of services performed, an evaluation of the information obtained from the Phase I ESA and the opinion of the environmental professional relative to the impact on the property. In addition, the report shall also identify significant data gaps that may have affected the environmental professional's ability to evaluate recognized environmental conditions. The final report will be submitted electronically via email and two hard copies submitted by U.S. Mail unless additional copies are requested. The Phase I ESA report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

### **CONDITIONS AND ASSUMPTIONS**

The proposed scope of services and estimated budget are based on the following assumptions:

- The City will provide EEC with access to the site and property owner contact information.
- The site reconnaissance includes inspection of areas reasonably accessible and safe for EEC personnel to observe and photographically document.
- The City is responsible for providing an accurate map delineating site boundary. If site boundaries are not clearly marked in the field, EEC will use reasonable judgment to estimate the site boundaries based on mapping provided by the City. EEC will not be liable for areas not assessed during the site reconnaissance.
- The proposed cost estimate is based on the purchase of aerial photographs from one commercial source. If more than one source of aerial photographs is requested by the City,

additional fees will be incurred. This could occur if the City requests the purchase of aerial photographs from a specific vendor outside the sources used by EEC. (Historical aerials will be included in the Phase I ESA).

- Sampling and analysis of asbestos, lead-based paint, soil, groundwater, surface water or any other services not specified herein are not included in the scope of services.
- Review or performance of a drainage report or study is not included in this scope of work.
- The review of regulatory agency files for off-site concerns is based on the assumption that no significant findings are discovered, and the review is limited to six off-site facilities. This assumption is due to some agencies only allowing a limited number of files per visit. To be cost effective, EEC must be able to complete a file review(s) during one agency visit. Therefore, if additional files need to be reviewed, additional agency visits would be required. A situation like this could potentially occur in high industrial use areas where multiple regulatory agency oversight occurs. If regulatory agency file reviews for more than six facilities is required, EEC will notify the City immediately to discuss a change in scope.

#### **ESTIMATED FEE**

A summary of the project fee is provided below. Our lump sum fee is based upon current knowledge and assumptions regarding site characteristics from previous Phase I ESA reports, our experience with similar projects, and this scope of work.

**Project Fee Summary**

<b>Activity</b>	<b>Fee</b>
Task 1 - Records Review (Includes database)	\$490.00
Task 2 - Site Reconnaissance	\$355.00
Task 3 - Interviews	\$102.00
Task 4 - Report of Findings	\$2,015.00
<b>Total Lump Sum Fee</b>	<b>\$2,962.00</b>

EEC will proceed with the work upon receipt of a signed contract (attached), purchase order, or notice to proceed. EEC appreciates the opportunity to present this proposal and provide professional environmental consulting services. Should you have any questions concerning this proposal, please do not hesitate to contact this office at (602) 248-7702, ext 7319.

Sincerely,

**Engineering and Environmental Consultants, Inc.**



**John P. Burton**  
**Project Manager**

Attachment: EEC Contract Agreement





## Agreement between Client and Consultant

This is an agreement for services to be performed. Services shall commence hereunder upon receipt by Consultant of Agreement signed by Client. One fully executed copy will be returned to Client. Should any of the provisions shown hereon not be in accordance with Client's understanding, Client should immediately advise Consultant. Unless signed and returned within 10 days from the date hereon, this Agreement shall be null and void.

EEC Office Location for this Project:

☒ Tucson

555 E. River Road, Suite 301, Tucson, Arizona 85704

Phone: (520) 321-4625 Fax: (520) 321-0333

☐ Phoenix

7740 N. 16<sup>th</sup> Street, Suite 135, Phoenix, Arizona 85020

Phone: (602) 248-7702 Fax: (602) 248-7851

Date: April 22, 2019

Billing Contact: Same

Client Name: Huachuca City

Billing Phone: Same

Client Contact: Dr. Jim Johnson, PhD, CBO, CCI

Billing email: Same

Address: 500 Gonzales Blvd.

Billing Address: Same

Huachuca City, AZ 85616

Telephone: (520) 456-1354 Fax: (520) 456-2230

E-Mail: jjohnson@huachucacityaz.gov

Physical Address of or Parcel No: Cochise County APNs 106-48-143 & 106-47-020D

Project Name: Phase I ESA - 830 Arizona St., Huachuca City, AZ

In consideration of their mutual promises, Client and Consultant agree to the scope of services:

☐ Attached ☒ As follows:

Phase I ESA in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments

Client agrees to compensate Consultant for such services as follows:

☐ The work to be paid for at contract billing rates for actual time and materials. (Standard Rate Schedule Included)

☒ The work to be completed for the lump sum of \$2,962.00

☐ The estimated amount of \$

The attached standard terms and conditions are made a part of this agreement.

Payments should be sent to EEC, 555 E. River Road, Suite 301, Tucson, Arizona 85704

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions stated above on the day and year first above written. The undersigned guarantee(s) the complete payment and performance of all obligations of Client under or related to this Agreement and its amendments. The individual signing below on behalf of Client personally represents and warrants that he/she has full right and authority to execute this Agreement for Client and that by his/her signature Client is bound to the terms and conditions set forth in this Agreement.

CLIENT:

EEC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Both parties acknowledge that Faxed signature copies are acceptable record documents for this assignment.

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

1. Consultant shall submit invoices to Client monthly as services are provided. Invoices shall be due and payable upon receipt.
2. Client shall promptly review invoices and notify Consultant of any objection thereto. Absent such objection in writing (via certified mail, return receipt requested) within ten (10) days of receipt of the invoice, the invoice shall be deemed proper and acceptable.
3. In the event any invoice is not paid within thirty (30) days of the invoice date, it shall commence bearing interest from the date of the invoice at the rate of eighteen (18) percent per annum and Client agrees to pay all accrued interest, together with the charges for services rendered.
4. In the event any invoice submitted under this Agreement or under any other Agreement between Client and Consultant is not paid in full within ninety (90) days of invoice date, Client agrees that Consultant shall have the right to consider said default a material breach of this Agreement and, in addition, Consultant may immediately and without notice, suspend the Services under this Agreement and/or retain any work product until Consultant has been paid in full all amounts due for the Services. All collection costs incurred by the Consultant to collect such unpaid invoice(s) shall be paid by the Client as well.
5. Client shall pay the cost of all reimbursable expenses; such as fees, permits, deliveries, laboratory testing, subconsultants, prints, and reproductions at the direct cost plus fifteen (15) percent.
6. Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates.
7. Client agrees to cooperate in any and every way or manner with Consultant on the project, and shall furnish to Consultant any and all information and materials necessary for Consultant to complete the work contemplated by the Agreement. Client warrants, and Consultant shall be entitled to rely without investigation upon, the accuracy and completeness of information, studies, reports and data prepared or provided by others, whether submitted to Consultant by Client, by others acting for Client, or by others at the request of Consultant. Client agrees to arrange for access to, and make all provisions for Consultant to enter upon, public and private property as required for Consultant to perform the Services.
8. All drawings, specifications and other work product of Consultant for this project are instruments of service for this project only and shall remain the property of Consultant whether the project is completed or not. Reuse of any of the instruments of service of Consultant by Client on extensions of this project or on any other project without the written permission of Consultant shall be at Client's risk; and Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use of Consultant's instruments of service by Client or by others acting through Client.
9. All agreements on Consultant's part are contingent upon, and subject to, the provision that Consultant shall not be responsible for damages, or be in default, or to be deemed to be in default by reason of delays in performance beyond Consultant's reasonable control.
10. In the event any or all portions of the work prepared or partially prepared by Consultant are suspended, abandoned or terminated, Client shall pay Consultant for the work performed on an hourly basis not to exceed any maximum contract amount. Client shall notify Consultant of termination or abandonment in writing within five working days.
11. Consultant makes no warranties, either express or implied, as to his findings, recommendations, specifications, professional advice or other work except that the work was prepared in accordance with generally accepted applicable professional practices and under the direction of a registered professional in the region in which the work was performed.
12. Consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications, drawings or estimates of quantity for materials other than that all cost figures and quantities are engineering estimates only.
13. Client shall be solely responsible for any pollutants, contaminants, toxic or hazardous wastes or materials at, on, under, above or in the vicinity of the Property, including without limitation any such pollutants, contaminants, wastes or materials discovered, identified, uncovered or revealed at the Project site by Consultant's rendering of the Services. To the maximum extent permitted by law, Client agrees to hold harmless, indemnify and defend Consultant, its directors, officers, shareholders, employees, and subconsultants, from and against any and all claims, losses, damages and liability, of whatever kind or nature, and costs, including, but not limited to, attorneys' fees and costs of defense, arising out of or in any way connected with the presence, sudden or gradual dispersal, discharge, escape, or release of contaminants of any kind, which shall include, but not be limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or pollutants, into or onto land, the atmosphere, or any water course or body of water, arising out of or in any way connected with the Project, the Property or Consultant's performance of the Services.
14. Consultant shall obtain and maintain at its own cost worker's compensation insurance in compliance with applicable law, and shall also obtain and maintain at its own cost while providing Services professional liability insurance. Client acknowledges and agrees that Consultant will not be liable to Client for any losses, damages, costs or expenses which, jointly, severally, individually or in the aggregate, which exceed the lesser of (a) the Consultant's applicable insurance coverage limits, exclusions and conditions as set forth in such policies at the time of service or (b) the amount of the Consultant's fee actually paid by Client to Consultant for the project.
15. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
16. There are no understandings or agreements, except as expressly stated herein.
17. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. In the event of any disputes or disagreements between Client and Consultant, venue shall be the applicable court having jurisdiction located in Pima County, Arizona.
18. The Client agrees that any additional work orders and/or additions to the scope of work authorized by Client, whether verbally or in writing, shall be bound by the terms and conditions of this Agreement.
19. In the event either Client or Consultant finds it necessary to bring any legal proceeding against the other party concerning the project, the party substantially prevailing in any such legal proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the substantially non-prevailing party, and in the event any award or judgment is secured by said substantially prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the judge or arbitrator, as applicable, and not a jury.
20. Consultant may, at its option and in its sole discretion, with or without cause, suspend or terminate this Agreement in whole or in part at any time and for any reason after seven (7) calendar day's written notice to Client. Such action by Consultant shall release Consultant from any and all duties and obligations to Client to complete the Services or for liability arising from any damages, including, but not limited to, anticipated loss of profit, caused to Client by Consultant's exercise of its rights under this Agreement. In the event of termination, Client shall, within thirty (30) days of termination, pay Consultant for all of the Services rendered and all costs incurred up to the date of termination.
21. Consultant reserves the right to perfect its lien rights by filing a preliminary lien notice for any services rendered under its agreement for services. A mechanics lien may be filed in the event Consultant does not receive timely payment for its services after completion of the work.

# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616  
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-13

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 10 "VEHICLES, TRAFFIC AND PARKS," CHAPTER 10.20 "ABANDONED VEHICLES," SECTIONS 10.20.030 AND 10.20.090, TO REMOVE THE FEE AMOUNTS FROM THE TOWN CODE AND TO ALLOW THE TOWN COUNCIL TO ESTABLISH AND AMEND A FEE SCHEDULE BY RESOLUTION.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

**WHEREAS**, pursuant to A.R.S. Title 28, Chapter 8, Article 9, the Town is authorized to immobilize, impound and store vehicles, and charge fees therefor; and

**WHEREAS**, the Town Council wishes to amend the Code to remove the specific fee amounts from the Code and to allow the Town Council to establish and amend a fee schedule by resolution; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on April 25, 2019, and at a subsequent meeting on May 9, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

**SECTION 1.** The Code, Chapter 10.20 "ABANDONED VEHICLES," Section 10.20.030 "Impounded vehicles," subsection (B), is amended as follows, with deletions in ~~striketrough~~ and additions in underlined text:

### **10.20.030 Impounded vehicles.**

**B.** The town is hereby authorized to assess and collect the following fines and fees:

1. Any person who abandons a motor vehicle on any public property, or any person who permits a vehicle to constitute an attractive nuisance or a public nuisance, or any person who violates any provisions of this chapter shall be guilty

of a petty misdemeanor and shall be punishable by a fine not to exceed \$200.00. Every day that the offense occurs shall be deemed a separate violation of this chapter.

2. Impound administrative fee ~~is \$150.00~~. This one-time fee is required on all impounded vehicles unless it was reported as stolen. Verification of the theft is required before this is waived.

3. A daily storage fee ~~of \$35.00 per day~~ will be imposed on all impounded vehicles unless it was reported as stolen. Verification of the theft is required before this is waived.

4. "No insurance" administrative fee, ~~is \$150.00~~ if the registration or driver's license has been suspended or revoked.

5. If the vehicle has not been registered, all state registration fees will also be required before the vehicle can be released.

6. The amount of the fees provided for in this chapter shall be set and amended by resolution of the council, not to exceed those amounts established by state law.

**SECTION 2.** The Code, Chapter 10.20 "ABANDONED VEHICLES," Section 10.20.090 "Collection of storage fees from state and federal agencies," subsection (B), is amended as follows, with deletions in ~~strike through~~ and additions in underlined text:

**10.20.090 Collection of storage fees from state or federal agencies.**

B. Storage of a vehicle constitutes acceptance of the ~~following fees:~~ established fee schedule.

~~1. Any vehicle stored by the town shall be subject to a one-time \$150.00 processing fee which includes an agent of the town conducting an inspection of the vehicle and taking an inventory of the vehicle's contents.~~

~~2. A per vehicle storage fee of \$35.00 per day shall be assessed upon the requesting law enforcement agency.~~

**SECTION 3.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 4.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 9th DAY OF MAY, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

**ATTEST:**

\_\_\_\_\_  
Matt Williams, Interim Town Clerk

**Approved as to Form:**

\_\_\_\_\_  
Thomas Benavidez, Town Attorney





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616  
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## RESOLUTION NO. 2019-15

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, ESTABLISHING A SCHEDULE OF FEES FOR IMPOUNDED AND STORED VEHICLES.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. Title 28, Chapter 8, Article 9, and the Code Chapter 10.20, the Town is authorized to impound and store vehicles, and charge fees therefor; and

**WHEREAS**, pursuant to A.R.S. section 9-499.15, the Town Council is not creating new fees or increasing existing fees; and

**WHEREAS**, impound and storage fees are set by state law; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to adopt the fee schedule, attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** The Fee Schedule, attached hereto as Exhibit "A" is hereby adopted.

**SECTION 2.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Resolution, or any part hereof, are hereby repealed.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE  
TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 25<sup>th</sup> DAY OF  
APRIL, 2019.**

**ATTEST:**

\_\_\_\_\_  
**Johann Wallace, Mayor**

**Approved as to Form:**

\_\_\_\_\_  
**Matt Williams, Interim Town Clerk**

\_\_\_\_\_  
**Thomas Benavidez, Town Attorney**

**EXHIBIT A**

*[Fee schedule for impounded and stored vehicles must be attached]*



**Town of Huachuca City**  
**IMPOUNDED VEHICLES FEE SCHEDULE**

**(Established April 25, 2019)**

Petty Misdemeanor (*not to exceed*)                      \$200  
(*Huachuca City Town Code 10-20-030*)

Administrative Charge/Impound Fee                      \$150  
(*A.R.S. 28-3513. Administrative charges*)

Daily Storage Fee    \$15 per day  
(*A.R.S 28-3512 (H). Release of vehicle; civil penalties; definition*)



**Budget Worksession-** Town Council will hold a budget work-session on Thursday, May 2, 2019 at 6pm to work on department budgets for FY 2019-20.

**Dusk till Dawn-** Town staff is working on financing options for the Dusk to Dawn purchase as well as required documentation.

**Surplus sales-** In the past month the Town has sold over \$80,000 in surplus equipment. The majority of these sales will be used to purchase landfill equipment as most of these revenues were used landfill equipment. These surplus sales included:

- \$65,000 Caterpillar 623 scraper
- \$11,100 John Deere 550b dozer
- \$5450 Skidsteer loader
- \$1746.50 in used staff cell phones.

**SEACOM Meeting-** the Town hosted the monthly SEACOM meeting on Thursday, April 11<sup>th</sup>. Both Fry Fire and Whetstone Fire were approved to join SEACOM at this meeting. The draft 2019-20 SEACOM expenditure budget is less than anticipated.

**Clerk search-** The job posting for a new Town clerk has been posted with the Arizona Municipal League. Staff hopes to hire a new Town clerk by the start of the new fiscal year.

**Senior Center Roof-** The Senior Center roof replacement has been completed at a total cost of \$12,100. The HVAC cost was \$1062 to remove the evaporator cooler. This evaporator cooler was approved by Town Council for surplus sale. The hole left by the removal was patched when the roof was replaced. (See invoices with department reports).

**ACO Truck-** The buyer of the 2018 Chevrolet ACO truck was unable to pay for the purchase, for this reason the truck will be relisted. The Town has paid the truck off in full, and the title is now in the Town's possession. This will ease the transaction.

**Wildland Truck Sale-** The sale of the 2018 International KME firetruck to Whetstone Fire has been completed. This sale will save the general fund over \$43,000 annually in payments alone.

**Insurance Savings-** The Town has removed the following items from insurance as they have been surplus sold. Staff had a risk pool tour of town facilities on 4/24 and the risk pool will be re-assessing our insurance costs based from all changes in FY 18-19.

- 2018 International KME Firetruck      \$2521 (annual insurance costs)
- 1986 Ford F7000 dump truck              \$449 (annual insurance costs)
- 1993 Case Skidsteer                              (% of landfill insurance)
- Caterpillar 623 scraper                              (% of landfill insurance)

Note: Non-landfill equipment that is sold has an immediate effect on insurance billing. Landfill equipment is assessed annually.

### **Finance Clerk's**

- Bank Balance as of April 15, 2019-\$355,700.23

\*Please keep in mind; Need to reduce spending. Keep cost down.

**Police-** Police Officers continue to adjust to the 24/7 complete coverage of the Town. Gerri Sullivan and Paul Dunn have attended a 2-day seminar for NIBRS training system for reporting to State and Federal Government.

Front desk personnel are assisting with coverage of Town Hall front desk. Staff continues to identify issues with SEACOM and work with their staff to resolve these issues. Line of Sight (Radio Communications) for the Tower is an issue that will be worked on with Town staff and SEACOM

I attended the SEACOM Operations Committee meeting (Chief is a voting member on this board), on 4-04-2019.

This was followed by the SEACOM JPA Board meeting (Matthew Williams is a voting member on this board). It should be noted that these meetings were held at our Town Council Chambers. Very exciting to hold a high level meeting within the Town Limits.

### Animal Control:

Currently, the Animal Shelter carry's three Part Time employees. They are Rebecca Sizemore (*on call as needed*), Gerald Hursh and Galen Folsom.

Your Animal Shelter continues to experience great challenges over the coming months. The Shelter continues to remain closed. The animals will continue to be transported to the Sierra Vista Animal Shelter by our Animal Control Officers.

The County Board of Supervisors had been contacted with the request for funding to help get the shelter open by e-mail from Matthew Williams per the Councils direction. I attended this meeting in Bisbee on 4-4-2019. The County Board of Supervisor's was not very positive towards Huachuca City. The Board did not approve the funding as of yet, but did not say no. Additional study from County staff was requested by the Board members present, Ann English and Peggy Judd. If this funding is not available or refused by the County, then a decision will need to be made as to the direction of the Huachuca City Animal Shelter. This could mean the shelter is permanently closed.

### Whetstone Fire-No report provided

### Library Report-

1. During the month of March 2,033 people visited the library to include:

- 6 Adult Events (Digital Literacy Classes/Spotlight Speakers): 99 attendees
- 14 Children's classes/events: 233 attendees

2. Friends of the Huachuca City Library continue to support our town newsletter. They made another donation of \$40 to defray printing costs of the newsletter. In addition, they purchased 12 chairs for the library for adult programming.

3. No word yet on the Digital History LSTA Grant. Still waiting with finger's crossed.

4. The Healthy Huachuca City Committee met on April 1<sup>th</sup>. Representatives from Chiricahua Community Health Center's Mobile Clinic attended the meeting. They are interested in bringing a mobile clinic to Huachuca City once a month. Will require a Memorandum of Understanding between the clinic and the town. Coordination is on-going.

5. Attended the Census 2020 Complete Count Committee Meeting this month. I have attached the After Action Report (compiled by Cochise County Rep, Amanda Baille) here. As we get closer to the census we will need to ensure that the public is aware of how important participation is, especially for funding.

6. Library staff received digital literacy training from K12 Handhelds. In addition, two staff members attended Arizona State Library TechKnowledge training at the Copper Queen Library in Bisbee. Training included Basic Hardware, Software and Network Skills for Libraries.

7. Our rainwater harvesting system grant from the Upper San Pedro Valley Partnership was approved. Hooray! Still working on funding for an Edible/Pollinator Reading Garden behind the library.

8. Have received several donations for our Fitness in a Box program. Hope to have them on the shelves next month.

9. The library is gearing up for summer. Summer reading planning is on-going

10. Upcoming events (all events are at library except as noted):

<b>Date</b>	<b>Event</b>	<b>Time</b>
April 17	Digital Literacy: Downloading Ebooks	11:00 am
April 17	Citizen's Liaison Meeting (Tombstone)	1:00 pm
April 17	Knowledge Bowl Judge (Tombstone)	3:30 pm
April 18	Easter PotLuck for Staff (Comm. Ctr)	11:00 am
April 18	Garden Planning Mtg	TBD
April 20	Friends of the Library Booksale	10 am – 2 pm
April 24	City Libraries' Meeting (Bisbee)	1:00 pm
May 1 <sup>st</sup>	Digital Literacy: Databases	11:00 am
May 1 <sup>st</sup>	HCS Book Fair Support (HCS)	2:00 pm
May 3 <sup>rd</sup>	STEM Fair (HCS)	5:00 pm
May 4 <sup>th</sup>	WaterWise Indoor Conservation	10:00 am
May 6 <sup>th</sup>	Healthy Huachuca Mtg (Comm. Ctr.)	5:30 pm
April 1	Healthy Community Meeting	5:30 pm

12. In addition to the events listed above, our weekly programming for children includes: Story Time on Wednesdays at 10:30 am; Coding Club on Mondays at 3:30pm; Electronics Class on Thursdays at 3:30 pm and Fun Fridays with Science, Technology, Engineering, Art, and Math on Fridays at 1:30 pm. Also, Huachuca City Elementary School Kindergarten and 2<sup>nd</sup> Grade classes visit the library weekly and the preschool visits monthly.

13. On May 2nd at 11:00 am, there will be a State Health Insurance Assistance Program representative at the library to answer questions about Medicare.

14. A huge thank you to Councilwoman Butterworth for her donation of time and material to beautify the library. We truly appreciate the support.

#### **Public works Foreman/Landfill**

1. All Daily rounds have been completed at all Well Sites, Sewer Ponds, and Landfill.
2. All Monthly Samples for the Holding Ponds have been pulled and sent to Tucson.
3. The PM1 Service on the 816K Packer and D6T Track for 250 Hours of Operations was completed by Empire.
4. Public works, Inmates and J&D Roll Offs work continually to keep blown trash pickup with the high winds that are in season now.
5. Public works has installed new high pressure air lines in the Recycle Building and outside the East Wall. It established oil and greased station for the heavy equipment.
6. All Commercial and Residential water meters have been read for billing.
7. Public works was able to have the Bee Hive under the Conex Container at the Sewer Ponds remove at "No Cost" by local Bee Keepers.
8. Work has been completed at Keeline Park; Public works was able to fabricate a metal screen. We shifted Clay Dirt clean for the infield and various other things for the upcoming baseball seasons.
9. Public works continues to cut and clean weeds, grass throughout Huachuca City.

#### **BUILDING OFFICIAL**

A total of 15 permits were issued for the 1<sup>st</sup> quarter of 2019 for a total valuation of \$161,965.66. \$4,887.58 were collected in fees. The breakdown of the permits are as follows:

Roof Repairs/Replacement	5
Commercial Remodeling/Improvements	4
Sheds/Storage Buildings	2
Tower Service Upgrades	1
Electrical Panel Upgrade	1
Spa Installation	1
House Remodeling/Improvements	1

The construction of the addition to the Coca Cola office is well underway. They are currently working on the installation of the exterior shear wall and interior drywall. The estimated completion date is the end of May.

A safety inspection was performed, along with the Chief Bidon, at the previous Pullas Restaurant building. The proposed restaurant will also be a Mexican restaurant, but they will also serve hamburgers and hot dogs. They are projecting to open for business May 1st.

#### Zoning Dept.

Due to illness, the April Planning and Zoning Commission was cancelled.

#### Code Enforcement

As of April 15, 2015, a total of 99 courtesy letters have been mailed out for yard cleanups. An additional 70 courtesy letters will be mailed out the week of April 15. The police department reported that they have noticed a marked increase of cleanups over the past week.

#### SVMPO/SLRP/TAC- Oral report-Councilmember Banks



## **Cochise County Complete County Committee**

### **Working Group After Action Report**

**April 2, 2019**

**Meeting Date: April 1, 2019**

**Attendees:** Amanda Baillie (Cochise County), Michele Johnson (City of Benson), Caleb Blaschke (City of Willcox), Jeff Pregler (City of Sierra Vista), Xenia Gonzalez (City of Douglas), Suzanne Harvey (Town of Huachuca City), Elke Remeikis (City of Tombstone), Chris Vertrees (SEAGO)

#### **Logo**

The group agreed to use the localized logo presented by Cochise County for consistent branding. Each jurisdiction will have the same logo, but with the name of each community. To ensure all materials look official, the 2020 Census Bureau logo will also be used. (Logos are in the SharePoint)

#### **Templates & Outreach Materials**

The County presented a PowerPoint presentation which committee members can use to talk to community groups about the Census. The presentation can be edited to suit each community's needs. (Presentation is in the SharePoint)

The County has designed an info card to be used in the early stages of marketing and awareness. This can be edited to suit each community's needs. (A PDF and word version have been uploaded to SharePoint)

As marketing materials become available from the Census Bureau, they will be uploaded into a folder in SharePoint.

City of Douglas will assist in Spanish translations.

#### **Budgets**

The following are estimated budgets for Census outreach:

- Cochise County - \$25,000
- City of Willcox - \$5,000
- City of Benson - \$7,500
- SEAGO - \$5,000
- City of Sierra Vista – to be determined
- City of Douglas – no projected budget/in kind
- City of Tombstone – no budget/in kind
- Town of Huachuca City – no budget/in kind
- City of Bisbee – to be determined

The County will need to determine how it will use its funds. Uses could include helping jurisdictions which do not have a budget, providing materials to jurisdictions, outreach to unincorporated communities.

#### **Fundraising/Grants/Sponsorships**

The County has applied for a \$1,500 grant from Arizona Complete Health.

The group will determine if it can apply for a grant through the Legacy Foundation. The group will also work with local utility companies regarding in-kind outreach via bills/marketing materials.

#### **Kick-Off Date**

It was agreed September would be the best time to kick-off the Census campaign. There will be no formal date, but each jurisdiction will have a Census presence at large community events. In the run up to September, the jurisdictions will be promoting the Census on a smaller scale.

A larger scale outreach effort will begin in January/February 2020.

#### **Advertising/Outreach/Community Events**

Over the next three months the group will work on its outreach efforts. Events will be entered into the 'Events' spreadsheet in the SharePoint folder.

The group will also share outreach ideas through an 'Ideas To Share' spreadsheet in the SharePoint folder (spreadsheet has been uploaded to SharePoint)

#### **School Districts**

It was agreed the involvement of local school districts, and charter/private schools, will be important during the outreach process. The County will invite the Cochise County School Superintendent to a future meeting to ask for assistance. Each jurisdiction will also work with their schools.

#### **Community challenges**

Common challenges include:

- Reaching Spanish speakers
- Overcoming lack of trust in government
- Lack of funding
- Recruitment of volunteers
- Lack of Internet access in some areas
- Helping those who cannot use computers

#### **Task List**

It was agreed to set up a 'Task Assignments' spreadsheet in SharePoint to help allocate tasks and avoid duplication of work. (Task Assignment has been uploaded to SharePoint)

#### **Next Meeting**

The Cochise County Complete Count Committee work group will meet in July (date to be determined). In the meantime, the jurisdictions will continue to work on outreach efforts and future planning.



**SUN VALLEY ROOFING COMPANY**  
**POST OFFICE BOX 3038**  
**SIERRA VISTA, AZ 85635**

# Invoice

**Bill To:**  
**TOWN OF HUACHUCA CITY**  
**700 SKYLINE**  
**HUACHUCA CITY, AZ 85616**

**Invoice #:** 8126CM  
**Invoice Date:** 2/25/2019  
**Due Date:** 2/25/2019  
**Project:** 500 GONZAL...  
**P.O. Number:**

Description	Proposal Amount	Prior Amount	Current Amount
Customer will be responsible for removing cooler, capping duct and canceling water and electrical lines. Remove and dispose of existing tile, wood strips and felt. Remove valley metals and flashings. Replace 78 linear feet of fascia. Inspect plywood and replace as necessary at \$60.00 per sheet. Re-nail plywood as needed. Install new drip edge. On valleys, install ice and water membrane. Install synthetic underlayment. Install new pipe jacks. Install 30 year laminated shingles. Dispose of all debris. Replace TEN sheets of plywood.	11,500.00		11,500.00
	600.00		600.00
<b>Total</b>			<b>\$12,100.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$12,100.00</b>



Billing Address  
Huechuca City Hall  
500 Gonzales Boulevard  
Huechuca City, AZ 85616 USA

Berg's Heating & Air Conditioning  
4100 Montano Dr  
Mesa, AZ 85206  
520-578-9300  
www.bergshvac.com  
Turn to the Experts!

Invoice 3952395 ✓  
Invoice Date 1/25/2019  
Terms Due Upon Receipt  
Completed Date 1/25/2019  
Customer PO

Job Address  
Huechuca City Hall  
500 Gonzales Boulevard  
Huechuca City, AZ 85616 USA

#### Description of Work

Job: REF H2019-5  
PO 88452  
Senior Center HVAC

#### Chargeable Materials

Material	Description	Quantity	Your Price	Your Total
202 MATERIAL	Remove cooler & duct on roof, contract complete	1.00	\$1,062.00	\$1,062.00
Sub-Total				\$1,062.00
Tax				\$0.00
Total Due				\$1,062.00
Balance Due				\$1,062.00

Thank you for your business!

If you are satisfied with the service we have provided, please leave a 5 Star review at <https://goo.gl/WHVGVK>

I authorize Berg's Heating & Air Conditioning to complete the work at Huechuca City Hall for a total of \$1,062.00.  
I have read the Terms and Conditions and I understand that payment in full is due at the time of service.

I acknowledge that JAMES D. KENITZER with Berg's Heating & Air Conditioning has completed the work at Huechuca City Hall for a total of \$1,062.00.